ARTICLES
OF
INCORPORATION

ARTICLES OF INCORPORATION

OF

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of the Texas Non-Profit Corporation Act, the undersigned person(s) acting as incorporators of a corporation, sign and acknowledge the following Articles of Incorporation for such corporation.

ARTICLE I

The name of the corporation is WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association." This corporation is a non-profit corporation.

ARTICLE II

The initial registered office of the Association is located at 807 Forest Ridge Drive, Suite 104, Bedford, Tarrant County, Texas 76022.

ARTICLE III

LARRY R. COLE is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and no part of the Association's net earnings shall inure to the benefit of any member or private individual. The specific purposes for which it is formed are to provide for maintenance and preservation of the entrance struc-

EXHIBIT
A-5

tures, landscaping and privacy walls along Martin Parkway, hereafter called "Green Areas" and certain Designated "Common Areas" within the tract of property described as Woodland Hills Addition, Colleyville, Tarrant County, Texas, and to promote good fellowship, neighborliness, health, safety and welfare of the residents within the above described property, and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association, as set forth in that certain Declaration of Restrictions, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the office of the Clerk and Recorder of Tarrant County, Texas and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the Property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of seventy-five

percent (75%) of each class of members mortgage, pledge, encumber by deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have or exercise.

(f) nothing herein shall be in conflict with Texas Homestead Law. Should a provision herein be in conflict, Texas Homestead Law shall apply. All other provisions shall remain in full force and effect.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. The Board of Directors of the corporation may establish by resolution a classification of associate membership which shall be applicable to persons who are not eligible as members, and to tenants of members of the corporation; provided,

however, that as long as a Class B membership exists, associate memberships will not be established by the Board of Directors without an affirmative vote of a majority of the Class A members of the Corporation. Associate members shall have no voting rights.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting memberships:

CLASS A. Class A members shall be all owners with the exception of Southcreek, Inc., and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarant, Southcreek, Inc., its successors or assigns (as defined in the Declaration, and shall be entitled to four votes for each Lot owned. The Class B membership may cease and be converted to Class A membership at the option of the Class B member, its

successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A membership without further act or deed when the total votes outstanding in Class A membership equal total votes outstanding in the Class B membership.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than seven (7) Directors, who need not be members of the Association. Subject to the above limitations, the number of Directors and their terms of office may be changed by amendment of the By-Laws of the Association. The initial Board shall consist of seven (7) Directors. The Class B members shall be entitled to elect three (3) Directors and the Class A members shall be entitled to elect four (4) Directors until its Class B membership is converted to Class A memberships, and thereafter the Class A members shall elect the Directors. The method of electing Directors shall be set forth in the By-Laws.

The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

LARRY R. COLE
807 Forest Ridge, Suite 104
Bedford, Texas 76022

CARY G. HY
807 Forest Ridge, Suite 104
Bedford, Texas 76022

PAUL GERRARD SMITH
807 Forest Ridge, Suite 104
Bedford, Texas 76022

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in

writing and signed by not less than seventy-five percent (75%) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be distributed in equal shares to the record owners of the Lots which are subject by covenant of record to assessment by the Association on the basis of one share per Lot.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of sixty-six percent (66%) of the entire membership, but no amendment of Articles VI and VII hereof shall be permitted while there is a Class B member.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, the undersigned incorporators of this Association have executed these Articles of Incorporation this 10th day of June, 1986.

LARRY R. COLE
807 Forest Ridge, Suite 104
Bedford, Texas 76022

WILLIAM T. ENGLE, JR.
803 Forest Ridge, Suite 100
Bedford, Texas 76022

PAUL GERRARD SMITH
807 Forest Ridge, Suite 104
Bedford, Texas 76022

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned Notary Public in and for said County and State, on this day personally appeared LARRY R. COLE, WILLIAM T. ENGLE, JR. and PAUL GERRARD SMITH, who being by me duly sworn, on oath, state that they are the incorporators of the above non-profit corporation; that the statements contained in the Articles are within their knowledge true and correct.

SUBSCRIBED AND SWORN TO BEFORE me, Notary Public, on this the 11th day of June, 1986, to certify which witness my hand and seal of office.

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 11-21-89

BYLAWS

BYLAWS

OF

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 807 Forest Ridge Drive, Suite 104, Bedford, Tarrant County, Texas 76022, but meetings of members and directors may be held at such places within the State of Texas, County of Tarrant, as may be designated by the Board of Directors.

ARTICLE II

Section 1. "Association" shall mean and refer to WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the subdivision plat forWoodland Hills Addition, an Addition to the City of Colleyville, Tarrant County, Texas.

Section 3. "Lot" shall mean any numbered plat of land shown upon any recorded subdivision plat of the Properties.

Section 4. "Owner" shall mean the record owner, including the Veterans Administration as an executory contract seller, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties, but shall not mean a mortgagee nor a condominium association owning record title to a tract of land on which is located a condominium development.

Section 5. "Declarant" shall mean and refer to SOUTHCREEK, INC., a Texas corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Declaration" shall mean and refer to the

EXHIBIT A-6

Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk and Recorder of Tarrant County, Texas on _____, 19____.

Section 7. "Member" shall mean and refer to those persons entitled to membership, as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the first Monday in February, 1987, and each subsequent regular annual meeting of the members shall be held on the first Monday of February of each year thereafter, at the hour of 7:30 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than fifteen (15) days nor more than sixty (60) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however,

such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than seven (7) directors, who need to be members of the Association.

Section 2. Term of Office. After the Class B membership is converted to Class A membership, the members shall elect two directors for a term of one year, two directors for a term of two years and two directors for a term of three years; and at each annual meeting thereafter the members shall elect directors whose terms have expired for a term of three years. The past president shall serve an additional year regardless if his term has expired.

Section 3. Removal. Any director may be removed from the board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a

meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least ninety (90) days prior to each annual meeting to serve until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

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

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Green Areas, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws,

the Articles of Incorporation, or the Declaration;

(c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(d) employ a manager, an independant contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

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

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period, and determine whether it shall be paid in installments and when due and payable;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within six (6) months after due date or to bring an action at law against the Owner personally obligated to pay the same.

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

shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association. (Adequate insurance is based solely on the judgment of the majority of the Board of Directors.)

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause to be maintained the Green Area and Designated Public Properties to the extent provided in the recorded Covenants for the Properties.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time

specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

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

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

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

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

(c) Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board

of Directors; shall sign all checks and co-sign all promissory notes of the Association; keep proper books of account; cause an annual statement of the Association books which may be audited or unaudited as the Board or Members may determine to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. The day to day responsibility to be delegated to an outside bookkeeping service subject to the approval of the Board of Directors.

ARTICLE IX

COMMITTEES

When the Class B membership terminates, the Board of Directors shall also serve as the Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. The initial committee shall be the following:

Section 1. Property Improvement Committee. The Committee members' duties are to promote beautification of Woodland Hills, create proposals on areas to be maintained by the Association and gather bids for maintenance of those areas. Once a proposal has been approved by the Board of Directors, the committee will create acceptance criteria and administer the maintenance of the areas upon acceptance. This committee shall also report deed restriction violations, to the Board of Directors and be responsible to take action that the Board of Directors deems necessary.

Section 2. Social Committee. The Committee members' duties are to plan and manage special social functions for Association members and welcome new residents. They will promote neighborliness and fellowship among the Woodland Hills Homeowners Association.

Section 3. City Services Committee. The Committee members'

duties are to monitor and support or oppose community issues which could affect the stability of property value, beauty and safety of Woodland Hills. A designated member shall interact with city maintenance, fire, and police departments to ensure services are fairly distributed to Woodland Hills that are significant to the interests of Woodland Hills and keep the Board of Directors informed on the current issues that are being considered by the City Council.

Section 4. Residential Committee. The Committee members' duties are to serve as block representatives, monitor residents moving into and out of the area, prepare and distribute the Directory and Association Newsletter to members of the Association and aid Association officers and committees in communication and dissemination of pertinent information for the membership.

Section 5. Financial Audit and Budget Committee. The Committee members' duties are to prepare a budget and submit same to the Board of Directors for review. Perform an annual audit or cause one to be performed by a Certified Public Accountant and insure compliance with the approved budget. The committee is responsible to collect due from the membership and take the necessary action in case of delinquent accounts. The treasurer shall be a member of this committee.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable costs.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments

which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a delinquency charge of $20.00 shall be charged to the member and the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Green Area or abandonment of his Lot. Should any provision be in conflict with Texas Homestead Law, Texas Homestead Law shall control. Any other provisions shall remain in full force and effect.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Woodland Hills Homeowners Association, Inc., Texas.

ARTICLE XIII

AMENDMENTS

Section 1. While a Class B membership exists, these By-Laws may be amended only by the directors of the Association. When the Class B membership terminates, these By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of the Woodland Hills Homeowners Association, Inc., have hereunto set our hands as of this 18th day of June, 1986.

LARRY R. COLE

CARY S. HO

PAUL GERRARD SMITH

EXHIBIT B

Those tracts and parcels of real property located in the City of Colleyville, Tarrant County, Texas and more particularly described as follows:

(a) All lots and tracts of land situated in the **Final Plat of WOODLAND HILLS, Third Filing, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument number as instrument number D183343759, plat records, Tarrant County, Texas**;

(b) All lots and tracts of land situated in the **Final Plat of WOODLAND HILLS, Second Filing, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument number D183343758, plat records, Tarrant County, Texas**;

(c) All lots and tracts of land situated in the **Final Plat of WOODLAND HILLS, Tenth Filing, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument number D192001334, plat records,** Tarrant **County, Texas**;

(d) All lots and tracts of land situated in the **Amendment Three, Combination Replat and Final Plat of WOODLAND HILLS, Fourth and Fifth Filings, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument number D189002991, plat records, Tarrant County, Texas**;

(e) All lots and tracts of land situated in the **Final Plat of WOODLAND HILLS, Ninth Filing, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument number D188002070, plat records, Tarrant County, Texas**;

(f) All lots and tracts of land situated in the **Replat of WOODLAND HILLS, Eighth Filing, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument number D187038305, plat records, Tarrant County, Texas**;

(g) All lots and tracts of land situated in the **Final Plat of WOODLAND HILLS, Third Filing, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument number as instrument number D187032995, plat records, Tarrant County, Texas**;

(h) All lots and tracts of land situated in the **Amended Combination plat of WOODLAND HILLS, Seventh Filing, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument numbers D187013847 and D185017305, plat records, Tarrant County, Texas**;

(i) All lots and tracts of land situated in the **Amendment Two, Combination Replat and Final Plat of WOODLAND HILLS, Fourth and Fifth Filings**, an addition **to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument number D186048743, plat records, Tarrant County, Texas**;

(j) All lots and tracts of land situated in the **Amendment, Combination Replat and Final Plat of WOODLAND HILLS, Fourth and Fifth Filings, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument numbers D186036825 and D186002707, plat records, Tarrant County, Texas**;

(k) All lots and tracts of land situated in the **Combination Plat of WOODLAND HILLS, Eighth Filing, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument number D185018603, plat records, Tarrant County, Texas**;

(l) All lots and tracts of land situated in the **Replat of WOODLAND HILLS, Second Filing, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument number D185017307, plat records, Tarrant County, Texas**;

(m) All lots and tracts of land situated in the **Amended Plat of WOODLAND HILLS, Fourth Filing, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument number D185017306, plat records, Tarrant County, Texas**;

(n) All lots and tracts of land situated in the **Replat of WOODLAND HILLS, Second Filing, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument number D185017307, plat records, Tarrant County, Texas**;

(o) All lots and tracts of land situated in the **Replat of WOODLAND HILLS, First Filing, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument number D185017304, plat records, Tarrant County, Texas**;

(p) All lots and tracts of land situated in the **Preliminary and Final Combination Plat of WOODLAND HILLS, Seventh Filing, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument number D185002397, plat records, Tarrant County, Texas**;

(q) All lots and tracts of land situated in the **Amended Plat of WOODLAND HILLS, Sixth Filing, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument number D185002395, plat records, Tarrant County, Texas**;

(r) All lots and tracts of land situated in the **Final Plat of WOODLAND HILLS, Sixth Filing, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument number D183034640, plat records, Tarrant County, Texas;**

(s) All lots and tracts of land situated in the **Replat of WOODLAND HILLS, Second Filing, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument number D183034639, plat records, Tarrant County, Texas;**

(t) All lots and tracts of land situated in the **Replat of WOODLAND HILLS, First Filing, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument number D183034638, plat records, Tarrant County, Texas;**

(u) All lots and tracts of land situated in the **Final Plat of WOODLAND HILLS, Fifth Filing, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument number D183343761, plat records, Tarrant County, Texas;**

(v) All lots and tracts of land situated in the **Plot Showing Lot 13 R Block 13, WOODLAND HILLS, Fifth Filing, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument number D187007638, plat records, Tarrant County, Texas;**

(w) All lots and tracts of land situated in the **Plot Showing Lot 9 Block 1, WOODLAND HILLS, Fifth Filing, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument number D189069380, plat records, Tarrant County, Texas;**

(x) All lots and tracts of land situated in the **Plot Showing Lot 48 R Block 6, WOODLAND HILLS, First Filing, an addition to the city of Colleyville, Tarrant County, Texas, as recorded in plat records as instrument number D187007640, plat records, Tarrant County, Texas;**

Electronically Recorded
Official Public Records
Mary Louise Garcia

Tarrant County Texas
1/31/2012 9:17 AM
PGS 36 $156.00
Submitter ACS

D212022950

AFTER RECORDING, PLEASE RETURN TO:
Mary Louise Garcia

Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201

CERTIFICATE AND MEMORANDUM OF RECORDING OF DEDICATORY INSTRUMENTS FOR WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS §
§
COUNTY OF TARRANT §

The undersigned, as attorney for Woodland Hills Homeowners Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described on Exhibit "B" attached hereto (the "*Property*"), hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

- ***Woodland Hills Homeowners Association, Inc. - Payment Plan Policy*** (Exhibit "A-1");
- ***Woodland Hills Homeowners Association, Inc. - Document Retention Policy*** (Exhibit "A-2");
- ***Woodland Hills Homeowners Association, Inc. - Records Production and Copying Policy*** (Exhibit "A-3");
- ***Woodland Hills Homeowners Association, Inc. - Architectural Control Committee Guidelines Update*** (Exhibit "A-4").

- ***Woodland Hills Homeowners Association, Inc. - Articles of Incorporation*** (Exhibit "A-5"); and

- ***Woodland Hills Homeowners Association, Inc. - Bylaws*** (Exhibit "A-6").

All persons or entities holding an interest in and to any portion of Property are subject to the foregoing dedicatory instruments.

IN WITNESS WHEREOF, the Woodland Hills Homeowners Association, Inc. has caused this Certificate and Memorandum of Recording of Dedicatory Instruments for Woodland Hills Homeowners Association, Inc. to be filed in the Office of the Tarrant County Clerk.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: _____
Its: Attorney

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for Woodland Hills Homeowners Association, Inc. known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 30th day of January 2012.

ELISE D. MYERS
Notary Public, State of Texas
My Commission Expires
May 24, 2014

Elise D. Myers
Notary Public, State of Texas

Unofficial Document

AMENDMENT TO THE BYLAWS OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This AMENDMENT TO THE BYLAWS OF WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC. is made on the date hereinafter set forth by the Board of Directors (the "Board") of the Woodland Hills Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, that certain First Filing for the Woodland Hills Subdivision was recorded on November 2, 1983, at Volume 7800, Page 883 et seq. in the Real Property Records of Tarrant County, Texas, as same has or may be amended from time to time; and

WHEREAS, the Articles of Incorporation of Woodland Hills Homeowners Association, Inc. were filed on June 18, 1986 with the Secretary of State (the "Articles"); and

WHEREAS, the Bylaws of the Association were adopted by the Board of the Association on June 18, 1986 (hereinafter referred to as the "Bylaws"), as same may have been amended from time to time; and

WHEREAS, pursuant to Article 1396-209 of the Texas Non-Profit Corporation Act, the Board has been vested with the authority to amend the By-Laws; and

WHEREAS, the Board desires to amend the Bylaws.

NOW THEREFORE, pursuant to the authority granted to the Board in the Texas Non-Profit Corporation Act, the Board hereby amends the By-laws as follows:

Article IV, Section 1, "Number" shall be deleted in its entirety and replaced with the following:

The affairs of the Association shall be managed by a Board of not less than three (3) nor more than seven (7) directors, who need to be members of the Association. Not more than one (1) representative of a corporation or other entity that is a Owner may serve on the Board at any given time. Further, no Members who are related by marriage or consanguinity may serve on the Board at the same time.

Article IV, Section 2 "Term of Office" shall be deleted in its entirety, and replaced with the following:

At each annual meeting after the 2008 annual meeting, the members shall elect directors whose terms have expired for a term of three years. The number of directors to be elected at the 2008 election, shall be five (5). The Board shall establish the length of the terms of those directors elected in the 2008 election in order to create staggered terms for all seven (7) directors.

Notwithstanding anything contained herein to the contrary, in an election of directors by Members, in which election there are more candidates than vacant positions and where two or more candidates receive the same number of votes resulting in a tie, the winner of the election shall be chosen by lot (i.e., the names of the candidates who are running for a director position and have received the same number of votes shall be written on separate pieces of paper by the presiding officer of the meeting, the pieces of paper shall be folded by the presiding officer and placed in a container provided by the then-serving Board of Directors; the presiding officer shall ask for a volunteer Member from the audience of Owners to pick any one piece of paper from the container and the person whose name is picked shall be declared the winner of such election).

Approved this the 17th day of January, 2008.

BOARD OF DIRECTORS
WOODLAND HILLS HOMEOWNERS
ASSOCIATION, INC.

BY: Richard A. Watson Jr
Print Name: RICHARD A. WATSON Jr
Title: PRESIDENT

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CERTIFICATION

I, the undersigned, do hereby certify:

That I am the Secretary of the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation;

That the foregoing Amendment to the Bylaws of Woodland Hills Homeowners Association, Inc. was duly adopted at a meeting of the Board where a quorum was present held on the 17 day of January, 2008.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 17TH day of January, 2008.

Selda Wright

Print Name: Selda Wright
Title: Secretary

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, on this day personally appeared SELDA WRIGHT, the Secretary of the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this the 17TH day of JANUARY, 2008.

Cheryl L. McCarson

Notary Public – State of Texas

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CHERYL L. MCCARSON
MY COMMISSION EXPIRES
April 24, 2009

After Recording, Return To:
Stephanie Quade
Roberts Markel P.C.
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056

Unofficial Document

STEPHANIE QUADE
ROBERTS MARKEL P C
2800 POST OAK BLVD 57TH FL
HOUSTON TX 77056

Submitter: ROBERTS MARKEL P C

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

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

Filed For Registration: 02/07/2008 01:17 PM
Instrument #: D208044721
OPR 4 PGS $24.00

By: _____

D208044721

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: CA

COVENANTS, CONDITIONS
&
RESTRICTIONS

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353056 33.00 W C 1 06/30/86

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

WOODLAND HILLS HOMEOWNERS ASSOCIATION

THIS DECLARATION, made this 18th day of June, 1986, by Southcreek, Inc., a Texas Corporation, hereinafter called Declarant,

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property in the County of Tarrant, State of Texas, more particularly described as:

And the property which is described herein on Exhibit "A" which shall be deeded by the Declarant to the Homeowners' Association as well as an Easement to the channel which is described on Exhibit "B" which is attached hereto for all purposes and incorporated herein by reference.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as the Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Southcreek, Inc., a Texas corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of

development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the the Villages of Woodland Hills Properties.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with repsect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be the Declarant or its successors or

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assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights will be voted as Class A Membership and not Class B Membership.

ARTICLE IV

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment.

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Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefore, whether or not it shall be so expressed in acceptance of the deed therefore, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members. Lots owned by the Class B Members shall not be levied upon or liable for any annual or special assessment.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Assocation, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees, expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

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A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property releated thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

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The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be laible for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liablility for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

ARTICLE VII

RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS

Section 1. Use Restrictions. The following restrictions shall be applicable to the use of any property subject to this Declaration:

A. No Lot on the Properties shall be used for any purpose other than residential purposes unless otherwise shown on the official recorded plat.

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B. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the Properties, except that not more than two (2) dogs, cats, or other household pets in the aggregate may be kept on any Lot within the rear private fenced yard, but only if they are not raised, bred, kept or maintained for any commercial purpose. No horses shall be kept on the Property. Dogs owned by Owners or their guests shall not be permitted to run at large but shall be kept under the control of such Owner or guest of such Owner by leash, cord or chain. The Owner of any dog shall immediately remove excrement deposited by said dog upon the Green Area.

C. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Properties.

D. No noxious or offensive activity shall be carried on or upon the Properties or any part thereof, nor shall anything be done or maintained thereon which may be or detract from its value as an attractive residential community. Habitually barking, howling or yelping dogs shall be deemed a nuisance. Garage doors shall be kept closed when not in use. Patios and balconies shall not be used for storage other than of patio furniture.

E. No Owner or occupant shall remove or significantly alter any tree in any street, right-of-way, park, or recreational area or other part of the Common Area unless permission in writing is first granted by the Association.

F. No Lot shall be used or maintained as a dumping ground for rubbish, grass clippings, garbage or trash. Garbage and other waste shall be kept in sanitary containers. All containers for the storage or disposal of such materials shall be kept inside the living unit or connected garage, except on the scheduled trash pick-up days.

ARTICLE VIII

RESTRICTIONS ON USE OF PROPERTY BY DECLARANT

So long as Declarant owns any interest in the Properties, Declarant excepts, excludes and reserves the following from each and every deed and instrument of conveyance executed and delivered by it to the Owner of a Building Site or Living Unit:

A. The right to maintain sales and administration offices, construction office or trailer and model homes with parking facilities on the Properties and to conduct sales activities therein so long as the Declarant is the Owner of any of the Properties.

B. The right to construct and complete the construction of living units, buildings, drives, lanes, roads and all other improvements on the Properties, and to repair and maintain the Common Areas and Green Areas. In connection therewith, Declarant reserves the right to use and excavate the surface and subsurface of the ground for the erection, construction and installation of said improvements and foundations, footings, floorings and basements. Delcarant also reserves the right to extend the drives, lanes and roads located or to be located on the Properties, the right to lease and rent such living units, and the right to sell, grant and convey title to purchasers of such subsequently constructed living units. Said purchasers shall become regular Members of the Association. Furthermore, Declarant also reserves the right to use and occupy so much of the Properties as may be necessary for the construction, reconstruction, maintenance and operation of any of said living units, Lots and Common Areas and Green Areas and other improvements including, but not limited to, the right to locate, install, maintain and repair all utilities and utility lines necessary for construction, reconstruction, maintenance and operation. Declarant, in addition, reserves the right to convey to any County, water district, sanitary sewer district or other municipal or quasi-municipal corporation all sewer lines and mains, and water mains and pipelines constructed or to be constructed on the Property, together with suitable rights of way over said lands for the required maintenance, repair, replacement and operation thereof.

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C. The right to grant and convey to others, whether or not they are Owners of Lots in the Properties, equal rights to a non-exclusive easement for ingress and egress along, over and across all the roads, and all extensions thereof now or hereafter constructed.

ARTICLE IX

RESTRICTIONS ON TYPE OF STRUCTURE PERMITTED

Section 1. Restrictions on Structures. In addition to the requirements imposed by any County or municipal corporation having jurisdiction over the Properties, the following restrictions apply to structure, improvements and personal property on the Properties.

A. No dwelling shall be erected on any part of the herein described real property containing less than 3,500, 3,000, 2,800, 2,500 square feet of principal living area, said living area to be fully enclosed as shall be designated on Exhibit "C" hereof which lots shall fall under which square foot designation. For one & one-half or two story houses, 1500 square feet will be minimum on the first floor. Exposed exterior wall area of the first floor, exclusive of doors, windows, or gables shall be 75% masonry. Masonry material shall be quality and appearance equal or superior to standard clay or shale common brick, color pigment Portland Cement brick or Quarried stone. Roofs shall be wood shingles as approved by City of Colleyville. Any change in this requirement shall be at the exclusive election of the Dedicator or the Architectural Control Committee. Porches, terraces, unfinished basement areas, guests houses, servant quarters and garages shall not be construed as living area. No single family dwelling shall be more than two stories in height, including the main floor level. No more than one living unit shall be built on each Lot. No outhouse of any kind, tent, shed or trailer, or any other temporary dwelling, shall be erected or maintained on any Building Site or be used for living purposes, nor shall any garage be used for dwelling purposes. Garden sheds or tool sheds may be erected, however, with the approval of the Architectural Committee. Every residence on a corner lot shall face on the street designated by the undersigned and shall present a good appearance on the other street on which it is located.

Garages: All garages shall be rear, or side entry. All corner lots shall have a rear entry garage only.

B. No trailer, motor home, camper, including vehicle mounted camper whether cassis or slide in, or pickup coach, tent, boat or truck (except pickup) shall be parked, placed, erected, maintained or constructed on any Lot or street for any purpose. However, trailers, campers, motor homes, pickup coaches, tents or boats which can be and are stored completely within attached garages or enclosures acceptable to the Architectural Control Committee and are not used for living purposes will not be in violation of these restrictions. All vehicles belonging to occupants must be parked overnight in the occupants driveway or in the above mentioned enclosure. In no case may the occupants vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

C. No fence shall be erected on any residential lot nearer to the front property line than five (5) feet behind the front of the main residence, and no fence shall be erected on any corner lot nearer to the side streets than five (5) feet of the property line of such lot. No fence may be installed upon any pedestrian easement, unless approved by the Architectural Control Committee. All fences shall be of wooden material, unless other type of material is approved by the undersigned prior to the installation.

ARTICLE X

RESTRICTIONS REGARDING CONSTRUCTION AND MAINTENANCE

Section 1. Architectural Committee. The Architectural Control Committee is composed of Larry R. Cole, Paul Gerrard Smith and Gary S. Hy. The majority of any Architectural Control Committee may designate one or more representatives to act for it. In the event of death or resignation of any Member of the Committee, the remaining Members shall have full authority to

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designate a successor. Neither the Members of the Committee, nor its designated representative shall be entitled to any compensation for the services performed to this covenant. When the Class B Membership terminates, the Board of Directors of the Association shall thereafter act as the Architectural Control Committee.

Section 3. Restrictions on Contruction, Maintenance and Improvements. The following restrictions are applicable to construction, maintenance, and improvements on the Properties:

A. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot, or parcel of land, upon which the improvements are to be erected, and shall not be placed in the street between the pavement and property lines.

No stumps, trees, underbrush or any refuse of any kind, nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material shall be immediately removed. Any material left on the lot or adjoining lots that is not disposed of promptly may be disposed of by the Developer and payment for such service to be borne by the builder or homeowner.

B. No erection of building or exterior additions or alterations including signs to any building situated upon the properties, nor any construction of any kind whatsoever, nor erection of or changes or additions in fences hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and locations in relation to surrounding structures and topography by an Architectural Control Committee, or by three (3) or more representatives appointed by the Board. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in the event, if no suit to enjoin the addition, alteration or changes has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representatives shall be entitled to compensation for services performed pursuant to the Article. Duplicate plans for the erection of any structure on any lot must be prepared by a registered architect or recognized professional designer and shall be submitted to the Architectural Control Committee for approval, one of which will be retained in the Developer's permanent files. All plans shall contain as a minimum, the following information:

a. A foundation plan showing a cross section of the beams, etc., with reinforced steel indicated.

b. A floor plan showing the total square feet of living area.

c. The exterior elevation showing the front, rear and the side elevations, complete with all ornamental and decorative details.

d. The specifications indiciating type, grade and color, where applicable, of all exterior materials must be shown.

e. A plot plan showing the location of improvements, sidewalks, patios, driveways, fences, and retaining walls. Lot drainage provisions are to be indicated and cut and fill details, if any, appreciable changes in the lot contours is contemplated.

B.1. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove withing thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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B.2. All houses and structures permitted under these restrictions shall be completed within twelve (12) months, once construction is started. No house shall be occupied as a residence until it is completed in accordance with the provisions of these covenants. No house or structure may be occupied until the premises are properly connected with the city sewage system.

C. No sign or radio or TV antenna of any kind shall be displayed to the public view on any part of the above described property, except one professional sign per dwelling of not more than five square feet advertising a dwelling for sale or rent, and signs used by a builder to advertise dwellings or dwelling during the construction and sale period. The Declarant is permitted to use larger signs during the promotional period and erect permanent signs near the entrances to the subdivisions.

D. No permanent outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure, supporting said outdoor overhead wires shall be erected, placed, or maintained within the Properties. All purchasers of Lots within the Properties, their heirs, successors, and assigns, shall use underground service wires to connect their premises and the structure built thereon to the underground electric or telephone utility facilities.

E. No fences or landscaping shall be done by a Lot Owner in Green Areas without the written approval of the Architectural Control Committee.

F. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

G. Sidewalks will be required to be installed by builder on each side of Martin Parkway.

Section 3. Right of Entry of Association Representative. Any agent or officer of the Association may at any reasonable hour or hours during construction or remodeling, enter and inspect any of said property as to its maintenance or improvements to determine if there has been compliance with the provisions thereof. The Association, and any agent, or officer thereof, shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Association may issue a certificate of completion and compliance as to any property so inspected.

Section 4. Evidence of Compliance with Restrictions. Records of the Association with respect to compliance with the provisions of this Declarant shall be conclusive evidence as to all matters shown by such records. Issuance of a certificate of completion and compliance by the Secretary or an Assistant Secretary of the Association showing that the plans and specifications for the improvements or other matters herein provided for have been approved and that such improvements have been made in accordance therewith, or a certificate as to any matters relating to this Declaration by the Secretary or an Assistant Secretary of the Association shall be conclusive evidence that shall justify and protect any title company insuring title to any property subject to this Declaration and shall fully protect any purchaser or encumbrancer in connection therewith. After the expiration of one year following the issuance of a building permit by County or other governmental authority, any structure, work, improvement or alteration shall be deemed to be in compliance with the provisions thereof unless a notice of non-compliance executed by the Association shall have been recorded in the office of the County Clerk in which the Property is located, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 5. Building Setback Lines. Every residential building erected upon any lot or premises shall not protrude forward of the building line shown on the recorded plat. The front of said dwellings shall be located back of the recorded front property line. No residence, dwelling or outbuilding shall be erected nearer than five (5) feet from the inside line of such building plat or premises or nearer than fifteen (15) feet from the side street of such building plat or premises or nearer than the rear ten (10) feet of any yard.

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The undersigned reserves the right to change, in writing, any building lines shown on the plat referred to herein or setback lines from the side lines shown on the said plat referred to in the restrictions, so long as the undersigned hold legal title to such lots and likewise, reserves the right to make such changes with the consent of the owners of the property involved after the undersigned has conveyed the title to such property.

Section 6. Minor Violations of Setback Restrictions. If upon the erection of the first single family dwelling upon any of the Lots which are subject to these restrictions, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement may be waived by the written consent and waiver of the Owners of the Lots immediately adjoining on either side of the Lots upon which the violation or infringement occurs, and such waiver shall be binding upon all other Owners which are subject to these restrictions. Nothing herein contained shall prevent the prosecution of a suit for any other violation of the restrictions contained in this Declaration. A "minor violation" for the purpose of this section is a violation of not more than two feet beyond the required setback lines. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to such structure.

ARTICLE XI

INSURANCE AND INDEMNIFICATION

Section 1. Insurance Requirements Generally. The Association shall obtain and maintain in full force and effect at all times certain casualty, liability and other insurance as hereinafter provided. All such insurance shall be obtained, to the extent possible from responsible companies duly authorized and licensed to do insurance business in the State of Texas with a rating in Best's Insurance Reports (or any comparable publication) of at least BBB+ (or any comparable rating).

To the extent possible, the casualty, property and liability insurance shall:

A. Provide for a waiver of subrogation by the insurer as to claims against the Association, its Directors, Officers, employees, agents, and Members.

B. Provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least thirty (30) days prior written notice to the Association.

Any insurance policy may contain such deductible provisions as the Association deems consistent with good business practice. The cost and expense of all insurance obtained by the Association, shall be paid for out of Association funds collected by assessments and otherwise as elsewhere provided in the Declaration.

Section 2. Casualty Insurance. The Association shall obtain and maintain at all times insurance coverage providing all risk coverage or the nearest equivalent available for the full replacement cost of the Common Area and Green Area improvements and personal property of the Association in the amount of the full replacement value without deduction for depreciation. The insurance shall provide that it cannot be cancelled by either the insured or the insurance company until after at least thirty (30) days prior written notice is given to the Association.

The insurance described in this paragraph shall be inflation coverage insurance, if such insurance is available, which insurance at all times represents one hundred percent (100%) of the replacement value of all facilities in the Common Area and Green Areas, except land, foundation, excavation and other items normally excluded from coverage and except for any deductible provisions, as permitted under Section 1 hereof. The Association shall, at lease every three (3) years, obtain an appraisal for insurance purposes which shall be maintained as a permanent record, showing that the insurance in any year represents one hundred percent (100%) of the replacement value of the facilities in the Common Areas and Green Areas.

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Section 3. Public Liability and Property Damage Insurance. The Association shall obtain and maintain comprehensive general liability insurance including non-owned and hired automobile liability coverage, owned automobile liability coverage if there are any owned automobiles, personal injury liability coverage, products coverage covering liabilities of the Association, its officers, directors, employees, agents, and Members arising in connection with ownership, operation, maintenance, occupancy, or use of the Common Areas and Green Areas and any other area the Association is required to restore, repair or maintain pursuant to this declaration with bodily injury liability limits not less than $500,000.00 for each occurrence and property damage liability limits of not less than $500,000.00 for each occurrence, or $500,000.00 in the aggregate.

Section 4. Workmen's Compensation and Employer's Liability Insurance. The Association shall obtain and maintain workmen's compensation and employer's liability insurance as may be necessary to comply with applicable laws.

Section 5. Fidelity Insurance. The Association shall also maintain adequate fidelity coverage, if available, to protect against dishonest acts on the part of directors, officers, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such fidelity bonds shall (i) name the Association as an obligee, (ii) be written in an amount equal to at least one hundred percent (100%) of the estimated annual operating expenses of the Association, including reserves, (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, and (iv) provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premiums) without at least fifteen (15) days written notice to the first mortgagees and the Association.

Section 6. Other Insurance. The Association may obtain such additional insurance coverage against such additional risks as it shall determine to be appropriate.

Section 7. Indemnification. Each Officer and Director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an Officer or Director of the Association, or any settlements thereof, whether or not he is an Officer or Director of the Association at the time such expenses are incurred, except in such cases wherein such Officer or Director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Revocation and Amendment. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless approved in writing by Owners holding seventy-five percent (75%) or more of the total vote hereunder and by seventy-five percent (75%) or more of the holders of any recorded mortgage or deed of trust affecting any or all of the Lots, who have given the Association notice of their interest in any Lot. Such amendment or revocation shall be effective when duly recorded; provided, however, that any amendment or revocation must comply with the Statutes of Texas and the resolutions and Ordinances of Tarrant County, Texas, or of any successor governmental entity having jurisdiction over the Properties, in existence at the time such amendment becomes effective.

Section 2. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an Owner at such registered mailing address. All notices,

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demands or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid to 807 Forest Ridge Drive, Suite 104, Bedford, Texas 76022, until such address is changed by a notice of address change mailed to each Owner by the Association.

Section 3. Enforcement. The Association or the Owner or Owners of any of the Properties may enforce the restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations, either to recover damages for such violation, including reasonable attorney's fees incurred in enforcing these covenants, or to restrain such violation or attempted violation, or to modify or remove structures fully or partially completed or in violation hereof shall be commenced no later than one year from the date of the violation for which the action is sought to be brought or maintained. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall not be liable to reimburse any Owner for attorney's fees or costs incurred in any suit brought by an Owner to enforce or attempt to enforce these covenants.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court decree shall in no wise affect any other provisions which shall remain in full force and effect. Nothing herein shall be in conflict with Texas Homestead Law. Should a provision herein be in conflict, Texas Homestead Law shall apply. All other provisions shall remain in full force and effect.

Section 5. Effect of Ordinances. Police, fire and other public safety ordinances of any governmental corporation or unit having jurisdiction over any portion of the Properties shall govern where more restrictive than these covenants and restrictions.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

SOUTHCREEK, INC.

Secretary

By: _____
LARRY R. COLE, President

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 12th day of _____, 1986, by LARRY R. COLE as President of SOUTHCREEK, INC., a Texas corporation.

Witness my hand and official seal.

_____
Notary Public in and for
the State of Texas

My Commission Expires: _____

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Exhibit A

A tract of land situated in the JOSEPH SCREECH SURVEY, Abstract 1404, and the S.C.H. WITTEN SURVEY, Abstract 1734, in the City of Colleyville, Tarrant County, Texas, and being more particularly described by the metes and bounds as follows:

COMMENCING at an iron pin being the most northerly northwest corner of Woodland Hills Addition, Fourth and Fifth Filing as recorded in Volume 388-195, Page 22, of the Plat Records of Tarrant County, Texas, said pin also being the northeast corner of a tract of land owned by Donald Philpot as recorded in Volume 6142, Page 466, of the Plat Records of Tarrant County, Texas, said pin also being the centerline of Glade Road (a future 80' R.O.W.) S 00°09' 45" E, 40.00 feet along the west line of said Woodland Hills Addition to an iron pin for corner; S 89°56'53" E, 180.00 feet alogn the north line of said Woodland Hills Addition to an iron pin, said iron pin also being the POINT OF BEGINNING of the herein described tract;

THENCE S 89°56'53" E, 225.68 feet to an iron pin for corner;

THENCE S 15°34'58" W, 198.28 feet to an iron pin being the point of curvature of a curve to the left having a central angle of 17°43'39", a radius of 50.00 feet, a tangent length of 7.80 feet, a chord bearing of S 06°43'09" W, and a chord distance of 15.41 feet for corner;

THENCE 15.47 feet along said curve to an iron pin for corner;

THENCE S 02°08'43" E, 288.85 feet to an iron pin being the point of curvature of a curve to the left having a central angle of 34° 51'42", a radius of 40.00 feet, a tangent length of 12.56 feet, a chord bearing of S 19°34'34" E, and a chord distance of 23.96 feet for corner;

THENCE 24.34 feet along said curve to an iron pin for corner;

THENCE S 37°00'28" E, 110.13 feet to an iron pin being the point of curvature of a curve to the right having a central angle of 24°57'58", a radius of 550.00 feet, a tangent length of 121.76 feet, a chord bearing of S 24° 31' 28" E, and a chord distance of 237.77 feet for corner;

THENCE 239.66 feet along said curve to an iron pin for corner;

THENCE S 12°02'29" E, 273.05 fet to an iron pin being the point of curvature of a curve to the left having a central angle of 51°09'22", a radius of 125.00 feet, a tangent length of 59.83 feet, a chord bearing of S 37° 37'10" E, and a chord distance of 107.94 feet for corner;

THENCE 111.61 feet along said curve to an iron pin for corner;

THENCE S 63°11'52" E, 256.65 feet to an iron pin being the point of curvature of a curve to the right having a central angle of 33°56'18", a radius of 225.00 feet, a tangent length of 68.66 feet, a chord bearing of S 46°13'43" E, and a chord distance of 131.34 feet for corner;

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Exhibit A

THENCE 133.28 feet along said curve to an iron pin for corner;

THENCE S 55°50'25" E, 189.86 feet to an iron pin for corner, said iron pin also being on the west right-of-way line of Martin Pa5rkway (a 60' R.O.W.);

THENCE S 18°45'52" W, 671.89 feet along the west right-of-way line of said Martin Parkway (a 60' R.O.W.) to an iron pin being the point of curvature of a curve to the left having a central angle of 02°21'55", a radius of 1030.00 feet, a tangent length of 21.26 feet, a chord bearing of S 17°34' 55" W, and a chord distance of 42.52 feet for corner;

THENCE 42.52 feet along said curve and the west right-of-way line of said Martin Parkway (a 60' R.O.W.) to an iron pin for corner;

THENCE West 358.76 feet to an iron pin for corner;

THENCE S 83°35'46" W, 423.67 feet to an iron pin for corner;

THENCE S 63°68'45" W, 322.91 feet to an iron pin for corner; being on the east line of said Brook Meadows Addition, First Filing for corner;

THENCE along the east line of said Brook Meadows Addition, First Filing, the following: N 00°04'05" E, 869.12 feet to an iorn pin for corner;

THENCE N 42°31'17" E, 486.31 feet to an iron pin being the point of curvature of a curve to the right having a central angle of 22°26'40", a radius of 375.00 feet, a tangent length of 74.40 feet, a chord bearing of N 53° 44' 37" E, and a chord distance of 145.96 feet for corner;

THENCE 146.90 feet along said curve to an iron pin for corner;

THENCE N 64°57' 56" E, 90.35 feet to an iron pin being the point of curvature of a curve to the left having a central angle of 71°40'45", a radius of 50.00 feet, a tangent length of 36.11 feet, a chord bearing of N 29°07' 34" E, and a chord distance of 58.55 feet for corner;

THENCE N 06°42'47" W, 303.56 feet to an iron pin being the point of curvature of a curve tot he left having a central angle of 29°38'06", a radius of 350.00 feet, a tangent length of 92.59 feet, a chord bearing of N 22° 11'25" W, and a chord distance of 179.02 feet for corner;

THENCE N 37°00'28" W, 195.66 feet to an iron pin being the point of curvature of a curve to the left having a central angle of 11°24'40", a radius of 275.00 feet, a tangent length of 27.48 feet, a chord bearing of N 05° 32'35" E, and a chord distance of 54.68 feet to an iron pin, being the east right-of-way line of Melrose Park Drive (a 50' R.O.W.) for corner;

THENCE along the east right-of-way line of said Melrose Park Drive (a 50' R.O.W.) the following: N 00°09'45" W, 472.43 feet to the POINT OF BEGINNING and containing 29.403 acres (1,280,796.15 square feet) of land.

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Exhibit C

Square Footage Minimum	Lot	Block
4,000 sq. ft.	Lots 39 - 44	6
3,500 sq. ft.	Lots 34 - 38	6
3,500 sq. ft.	Lots 13 - 19	13
3,000 sq. ft.	Lots 08 - 12	13
3,000 sq. ft.	Lots 17 - 22	1
3,000 sq. ft.	Lots 06 - 10	7
3,000 sq. ft.	Lots 28 - 33	6
2,800 sq. ft.	Lots 01 - 05	7
2,800 sq. ft.	Lots 01 - 05	1
2,800 sq. ft.	Lots 23 - 27	6
2,800 sq. ft.	Lots 01 - 07	13
2,800 sq. ft.	Lots 08 - 14	4
2,800 sq. ft.	Lots 08 - 11	3
2,800 sq. ft.	Lots 01 & 02	2
2,800 sq. ft.	Lots 14 - 16	1
2,500 sq. ft.	Lots 06 - 13	1
2,500 sq. ft.	Lots 17 - 22	6
2,500 sq. ft.	Lots 01 - 07	3
2,500 sq. ft.	Lots 01 - 07	4

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COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

JUN 27 1986

Madrin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

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DECLARATION OF COVENANTS AND RESTRICTIONS

OF

WOODLAND HILLS HOMEOWNERS ASSOCIATION

THIS DECLARATION, made this 18th day of June, 1986, by Southcreek, Inc., a Texas Corporation, hereinafter called Declarant,

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property in the County of Tarrant, State of Texas, more particularly described as:

And the property which is described herein on Exhibit "A" which shall be deeded by the Declarant to the Homeowners' Association as well as an Easement to the channel which is described on Exhibit "B" which is attached hereto for all purposes and incorporated herein by reference.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as the Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Southcreek, Inc., a Texas corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of

development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the the Villages of Woodland Hills Properties.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with repsect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be the Declarant or its successors or

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assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights will be voted as Class A Membership and not Class B Membership.

ARTICLE IV

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment.

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Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefore, whether or not it shall be so expressed in acceptance of the deed therefore, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by; the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members. Lots owned by the Class B Members shall not be levied upon or liable for any annual or special assessment.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Assocation, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees, expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessments for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property releated thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

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The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be laible for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

ARTICLE VII

RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS

Section 1. Use Restrictions. The following restrictions shall be applicable to the use of any property subject to this Declaration:

A. No Lot on the Properties shall be used for any purpose other than residential purposes unless otherwise shown on the official recorded plat.

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B. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the Properties, except that not more than two (2) dogs, cats, or other household pets in the aggregate may be kept on any Lot within the rear private fenced yard, but only if they are not raised, bred, kept or maintained for any commercial purpose. No horses shall be kept on the Property. Dogs owned by Owners or their guests shall not be permitted to run at large but shall be kept under the control of such Owner or guest of such Owner by leash, cord or chain. The Owner of any dog shall immediately remove excrement deposited by said dog upon the Green Area.

C. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties, nor shall oil wells, mines, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Properties.

D. No noxious or offensive activity shall be carried on or upon the Properties or any part thereof, nor shall anything be done or maintained thereon which may be or detract from its value as an attractive residential community. Habitually barking, howling or yelping dogs shall be deemed a nuisance. Garage doors shall be kept closed when not in use. Patios and balconies shall not be used for storage other than of patio furniture.

E. No Owner or occupant shall remove or significantly alter any tree in any street, right-of-way, park, or recreational area or other part of the Common Area unless permission in writing is first granted by the Association.

F. No Lot shall be used or maintained as a dumping ground for rubbish, grass clippings, garbage or trash. Garbage and other waste shall be kept in sanitary containers. All containers for the storage or disposal of such materials shall be kept inside the living unit or connected garage, except on the scheduled trash pick-up days.

ARTICLE VIII

RESTRICTIONS ON USE OF PROPERTY BY DECLARANT

So long as Declarant owns any interest in the Properties, Declarant excepts, excludes and reserves the following from each and every deed and instrument of conveyance executed and delivered by it to the Owner of a Building Site or Living Unit:

A. The right to maintain sales and administration offices, construction office or trailer and model homes with parking facilities on the Properties and to conduct sales activities therein so long as the Declarant is the Owner of any of the Properties.

B. The right to construct and complete the construction of living units, buildings, drives, lanes, roads and all other improvements on the Properties, and to repair and maintain the Common Areas and Green Areas. In connection therewith, Declarant reserves the right to use and excavate the surface and subsurface of the ground for the erection, construction and installation of said improvements and foundations, footings, floorings and basements. Declarant also reserves the right to extend the drives, lanes and roads located or to be located on the Properties, the right to lease and rent such living units, and the right to sell, grant and convey title to purchasers of such subsequently constructed living units. Said purchasers shall become regular Members of the Association. Furthermore, Declarant also reserves the right to use and occupy so much of the Properties as may be necessary for the construction, reconstruction, maintenance and operation of any of said living units, Lots and Common Areas and Green Areas and other improvements including, but not limited to, the right to locate, install, maintain and repair all utilities and utility lines necessary for construction, reconstruction, maintenance and operation. Declarant, in addition, reserves the right to convey to any County, water district, sanitary sewer district or other municipal or quasi-municipal corporation all sewer lines and mains, and water mains and pipelines constructed or to be constructed on the Property, together with suitable rights of way over said lands for the required maintenance, repair, replacement and operation thereof.

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C. The right to grant and convey to others, whether or not they are Owners of Lots in the Properties, equal rights to a non-exclusive easement for ingress and egress along, over and across all the roads, and all extensions thereof now or hereafter constructed.

ARTICLE IX

RESTRICTIONS ON TYPE OF STRUCTURE PERMITTED

Section 1. Restrictions on Structures. In addition to the requirements imposed by any County or municipal corporation having jurisdiction over the Properties, the following restrictions apply to structure, improvements and personal property on the Properties.

A. No dwelling shall be erected on any part of the herein described real property containing less than 3,500, 3,000, 2,800, 2,500 square feet of principal living area, said living area to be fully enclosed as shall be designated on Exhibit "C" hereof which lots shall fall under which square foot designation. For one & one-half or two story houses, 1500 square feet will be minimum on the first floor. Exposed exterior wall area of the first floor, exclusive or doors, windows, or gables shall be 75% masonry. Masonry material shall be quality and appearance equal or superior to standard clay or shale common brick, color pigment Portland Cement brick or Quarried stone. Roofs shall be wood shingles as approved by City of Colleyville. Any change in this requirement shall be at the exclusive election of the Dedicator or the Architectural Control Committee. Porches, terraces, unfinished basement areas, guests houses, servant quarters and garages shall not be construed as living area. No single family dwelling shall be more than two stories in height, including the main floor level. No more than one living unit shall be built on each Lot. No outhouse of any kind, tent, shed or trailer, or any other temporary dwelling, shall be erected or maintained on any Building Site or be used for living purposes, nor shall any garage be used for dwelling purposes. Garden sheds or tool sheds may be erected, however, with the approval of the Architectural Committee. Every residence on a corner lot shall face on the street designated by the undersigned and shall present a good appearance on the other street on which it is located.

Garages: All garages shall be rear, or side entry. All corner lots shall have a rear entry garage only.

B. No trailer, motor home, camper, including vehicle mounted camper whether cassis or slide in, or pickup coach, tent, boat or truck (except pickup) shall be parked, placed, erected, maintained or constructed on any Lot or street for any purpose. However, trailers, campers, motor homes, pickup coaches, tents or boats which can be and are stored completely within attached garages or enclosures acceptable to the Architectural Control Committee and are not used for living purposes will not be in violation of these restrictions. All vehicles belonging to occupants must be parked overnight in the occupants driveway or in the above mentioned enclosure. In no case may the occupants vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

C. No fence shall be erected on any residential lot nearer to the front property line than five (5) feet behind the front of the main residence, and no fence shall be erected on any corner lot nearer to the side streets than five (5) feet of the property line of such lot. No fence may be installed upon any pedestrian easement, unless approved by the Architectural Control Committee. All fences shall be of wooden material, unless other type of material is approved by the undersigned prior to the installation.

ARTICLE X

RESTRICTIONS REGARDING CONSTRUCTION AND MAINTENANCE

Section 1. Architectural Committee. The Architectural Control Committee is composed of Larry R. Cole, Paul Gerrard Smith and Cary S. H[illegible] The majority of any Architectural Control Committee may designate one or more representatives to act for it. In the event of death or resignation of any Member of the Committee, the remaining Members shall have full authority to

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designate a successor. Neither the Members of the Committee, nor its designated representative shall be entitled to any compensation for the services performed to this covenant. When the Class B Membership terminates, the Board of Directors of the Association shall thereafter act as the Architectural Control Committee.

Section 2. Restrictions on Contruction, Maintenance and Improvements. The following restrictions are applicable to construction, maintenance, and improvements on the Properties:

A. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot, or parcel of land, upon which the improvements are to be erected, and shall not be placed in the street between the pavement and property lines.

No stumps, trees, underbrush or any refuse of any kind, nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material shall be immediately removed. Any material left on the lot or adjoining lots that is not disposed of promptly may be disposed of by the Developer and payment for such service to be borne by the builder or homeowner.

B. No erection of building or exterior additions or alterations including signs to any building situated upon the properties, nor any construction of any kind whatsoever, nor erection of or changes or additions in fences hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and locations in relation to surrounding structures and topography by an Architectural Control Committee, or by three (3) or more representatives appointed by the Board. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in the event, if no suit to enjoin the addition, alteration or changes has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representatives shall be entitled to compensation for services performed pursuant to the Article. Duplicate plans for the erection of any structure on any lot must be prepared by a registered architect or recognized professional designer and shall be submitted to the Architectural Control Committee for approval, one of which will be retained in the Developer's permanent files. All plans shall contain as a minimum, the following information:

a. A foundation plan showing a cross section of the beams, etc., with reinforced steel indicated.

b. A floor plan showing the total square feet of living area.

c. The exterior elevation showing the front, rear and the side elevations, complete with all ornamental and decorative details.

d. The specifications indiciating type, grade and color, where applicable, of all exterior materials must be shown.

e. A plot plan showing the location of improvements, sidewalks, patios, driveways, fences, and retaining walls. Lot drainage provisions are to be indicated and cut and fill details, if any, appreciable changes in the lot contours is contemplated.

B.1. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove withing thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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B.2. All houses and structures permitted under these restrictions shall be completed within twelve (12) months, once construction is started. No house shall be occupied as a residence until it is completed in accordance with the provisions of these covenants. No house or structure may be occupied until the premises are properly connected with the city sewage system.

C. No sign or radio or TV antenna of any kind shall be displayed to the public view on any part of the above described property, except one professional sign per dwelling of not more than five square feet advertising a dwelling for sale or rent, and signs used by a builder to advertise dwellings or dwelling during the construction and sale period. The Declarant is permitted to use larger signs during the promotional period and erect permanent signs near the entrances to the subdivisions.

D. No permanent outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within the Properties. All purchasers of Lots within the Properties, their heirs, successors, and assigns, shall use underground service wires to connect their premises and the structure built thereon to the underground electric or telephone utility facilities.

E. No fences or landscaping shall be done by a Lot Owner in Green Areas without the written approval of the Architectural Control Committee.

F. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

G. Sidewalks will be required to be installed by builder on each side of Martin Parkway.

Section 3. Right of Entry of Association Representative. Any agent or officer of the Association may at any reasonable hour or hours during construction or remodeling, enter and inspect any of said property as to its maintenance or improvements to determine if there has been compliance with the provisions thereof. The Association, and any agent, or officer thereof, shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Association may issue a certificate of completion and compliance as to any property so inspected.

Section 4. Evidence of Compliance with Restrictions. Records of the Association with respect to compliance with the provisions of this Declarant shall be conclusive evidence as to all matters shown by such records. Issuance of a certificate of completion and compliance by the Secretary or an Assistant Secretary of the Association showing that the plans and specifications for the improvements or other matters herein provided for have been approved and that such improvements have been made in accordance therewith, or a certificate as to any matters relating to this Declaration by the Secretary or an Assistant Secretary of the Association shall be conclusive evidence that shall justify and protect any title company insuring title to any property subject to this Declaration and shall fully protect any purchaser or encumbrancer in connection therewith. After the expiration of one year following the issuance of a building permit by County or other governmental authority, any structure, work, improvement or alteration shall be deemed to be in compliance with the provisions thereof unless a notice of non-compliance executed by the Association shall have been recorded in the office of the County Clerk in which the Property is located, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 5. Building Setback Lines. Every residential building erected upon any lot or premises shall not protrude forward of the building line shown on the recorded plat. The front of said dwellings shall be located back of the recorded front property line. No residence, dwelling or outbuilding shall be erected nearer than five (5) feet from the inside line of such building plat or premises or nearer than fifteen (15) feet from the side street of such building plat or premises or nearer than the rear ten (10) feet of any yard.

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The undersigned reserves the right to change, in writing, any building lines shown on the plat referred to herein or setback lines from the side lines shown on the said plat referred to in the restrictions, so long as the undersigned hold legal title to such lots and likewise, reserves the right to make such changes with the consent of the owners of the property involved after the undersigned has conveyed the title to such property.

Section 6. Minor Violations of Setback Restrictions. If upon the erection of the first single family dwelling upon any of the Lots which are subject to these restrictions, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement may be waived by the written consent and waiver of the Owners of the Lots immediately adjoining on either side of the Lots upon which the violation or infringement occurs, and such waiver shall be binding upon all other Owners which are subject to these restrictions. Nothing herein contained shall prevent the prosecution of a suit for any other violation of the restrictions contained in this Declaration. A "minor violation" for the purpose of this section is a violation of not more than two feet beyond the required setback lines. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to such structure.

ARTICLE XI

INSURANCE AND INDEMNIFICATION

Section 1. Insurance Requirements Generally. The Association shall obtain and maintain in full force and effect at all times certain casualty, liability and other insurance as hereinafter provided. All such insurance shall be obtained, to the extent possible from responsible companies duly authorized and licensed to do insurance business in the State of Texas with a rating in Best's Insurance Reports (or any comparable publication) of at least BBB+ (or any comparable rating).

To the extent possible, the casualty, property and liability insurance shall:

A. Provide for a waiver of subrogation by the insurer as to claims against the Association, its Directors, Officers, employees, agents, and Members.

B. Provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least thirty (30) days prior written notice to the Association.

Any insurance policy may contain such deductible provisions as the Association deems consistent with good business practice. The cost and expense of all insurance obtained by the Association shall be paid for out of Association funds collected by assessments and otherwise as elsewhere provided in the Declaration.

Section 2. Casualty Insurance. The Association shall obtain and maintain at all times insurance coverage providing all risk coverage or the nearest equivalent available for the full replacement cost of the Common Area and Green Area improvements and personal property of the Association in the amount of the full replacement value without deduction for depreciation. The insurance shall provide that it cannot be cancelled by either the insured or the insurance company until after at least thirty (30) days prior written notice is given to the Association.

The insurance described in this paragraph shall be inflation coverage insurance, if such insurance is available, which insurance at all times represents one hundred percent (100%) of the replacement value of all facilities in the Common Area and Green Areas, except land, foundation, excavation and other items normally excluded from coverage and except for any deductible provisions, as permitted under Section 1 hereof. The Assocaition shall, at lease every three (3) years, obtain an appraisal for insurance purposes which shall be maintained as a permanent record, showing that the insurance in any year represents one hundred percent (100%) of the replacement value of the facilities in the Common Areas and Green Areas.

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Section 3. Public Liability and Property Damage Insurance. The Association shall obtain and maintain comprehensive general liability insurance including non-owned and hired automobile liability coverage, owned automobile liability coverage if there are any owned automobiles, personal injury liability coverage, products coverage covering liabilities of the Association, its officers, directors, employees, agents, and Members arising in connection with ownership, operation, maintenance, occupancy, or use of the Common Areas and Green Areas and any other area the Association is required to restore, repair or maintain pursuant to this declaration with bodily injury liability limits not less than $500,000.00 for each occurrence and property damage liability limits of not less than $500,000.00 for each occurrence, or $500,000.00 in the aggregate.

Section 4. Workmen's Compensation and Employer's Liability Insurance. The Association shall obtain and maintain workmen's compensation and employer's liability insurance as may be necessary to comply with applicable laws.

Section 5. Fidelity Insurance. The Association shall also maintain adequate fidelity coverage, if available, to protect against dishonest acts on the part of directors, officers, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such fidelity bonds shall (i) name the Association as an obligee, (ii) be written in an amount equal to at least one hundred percent (100%) of the estimated annual operating expenses of the Association, including reserves, (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, and (iv) provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premiums) without at least fifteen (15) days written notice to the first mortgagees and the Association.

Section 6. Other Insurance. The Association may obtain such additional insurance coverage against such additional risks as it shall determine to be appropriate.

Section 7. Indemnification. Each Officer and Director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an Officer or Director of the Association, or any settlements thereof, whether or not he is an Officer or Director of the Association at the time such expenses are incurred, except in such cases wherein such Officer or Director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Revocation and Amendment. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless approved in writing by Owners holding seventy-five percent (75%) or more of the total vote hereunder and by seventy-five percent (75%) or more of the holders of any recorded mortgage or deed of trust affecting any or all of the Lots, who have given the Association notice of their interest in any Lot. Such amendment or revocation shall be effective when duly recorded; provided, however, that any amendment or revocation must comply with the Statutes of Texas and the resolutions and Ordinances of Tarrant County, Texas, or of any successor governmental entity having jurisdiction over the Properties, in existence at the time such amendment becomes effective.

Section 2. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an Owner at such registered mailing address. All notices,

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demands or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid to 807 Forest Ridge Drive, Suite 104. Bedford, Texas 76022, until such address is changed by a notice of address change mailed to each Owner by the Association.

Section 3. Enforcement. The Association or the Owner or Owners of any of the Properties may enforce the restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations, either to recover damages for such violation, including reasonable attorney's fees incurred in enforcing these covenants, or to restrain such violation or attempted violation, or to modify or remove structures fully or partially completed or in violation hereof shall be commenced no later than one year from the date of the violation for which the action is sought to be brought or maintained. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall not be liable to reimburse any Owner for attorney's fees or costs incurred in any suit brought by an Owner to enforce or attempt to enforce these covenants.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court decree shall in no wise affect any other provisions which shall remain in full force and effect. Nothing herein shall be in conflict with Texas Homestead Law. Should a provision herein be in conflict, Texas Homestead Law shall apply. All other provisions shall remain in full force and effect.

Section 5. Effect of Ordinances. Police, fire and other public safety ordinances of any governmental corporation or unit having jurisdiction over any portion of the Properties shall govern where more restrictive than these covenants and restrictions.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: SOUTHCREEK, INC.

Secretary By: LARRY R. COLE, President

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 1986, by LARRY R. COLE as President of SOUTHCREEK, INC., a Texas corporation.

Witness my hand and official seal.

Notary Public in and for the State of Texas

My Commission Expires: [illegible]

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STATE OF TEXAS §

COUNTY OF TARRANT §

This document is being refiled because of inadvertent errors in this document previously filed and this document is to correct the following matters:

1. To include Exhibit "B"
2. To complete Exhibit "C"

In witness whereof, this instrument is executed on this, the [illegible] day of [illegible], 19[illegible].

SOUTHCREEK, INC.

BY: [illegible]
LARRY R. COLE, President

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared [illegible] President, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said SOUTHCREEK, INC., a Corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the [illegible] day of [illegible], 19[illegible].

GAYLE ROBERTSON
COMM. EXPIRES
AUGUST 7, 1989

[illegible]
NOTARY PUBLIC FOR THE STATE OF TEXAS
Notary's Typed Name: _____
My Commission Expires: _____

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Exhibit A

A tract of land situated in the JOSEPH SCREECH SURVEY, Abstract 1404, and the S.E.H. WITTEN SURVEY, Abstract 1734, in the City of Colleyville, Tarrant County, Texas, and being more particularly described by the metes and bounds as follows:

COMMENCING at an iron pin being the most northerly northwest corner of Woodland Hills Addition, Fourth and Fifth Filing as recorded in Volume 388-195, Page 22, of the Plat Records of Tarrant County, Texas, said pin also being the northeast corner of a tract of land owned by Donald Philpot as recorded in Volume 6142, Page 466, of the Plat Records of Tarrant County, Texas, said pin also being the centerline of Glade Road (a future 80' R.O.W.) S 00°09'45" E, 40.00 feet along the west line of said Woodland Hills Addition to an iron pin for corner; S 89°56'53" E, 180.00 feet alogn the north line of said Woodland Hills Addition to an iron pin, said iron pin also being the POINT OF BEGINNING of the herein described tract;

THENCE S 89°56'53" E, 226.68 feet to an iron pin for corner;

THENCE S 15°34'58" W, 198.28 feet to an iron pin being the point of curvature of a curve to the left having a central angle of 17°43'39", a radius of 50.00 feet, a tangent length of 7.80 feet, a chord bearing of S 06°43'09" W, and a chord distance of 15.41 feet for corner;

THENCE 15.47 feet along said curve to an iron pin for corner;

THENCE S 02°08'43" E, 288.85 feet to an iron pin being the point of curvature of a curve to the left having a central angle of 34° 51'42", a radius of 40.00 feet, a tangent length of 12.56 feet, a chord bearing of S 19°34'34" E, and a chord distance of 23.96 feet for corner;

THENCE 24.34 feet along said curve to an iron pin for corner;

THENCE S 37°00'28" E, 110.13 feet to an iron pin being the point of curvature of a curve to the right having a central angle of 24°57'58", a radius of 550.00 feet, a tangent length of 121.76 feet, a chord bearing of S 24° 31' 28" E, and a chord distance of 237.77 feet for corner;

THENCE 239.66 feet along said curve to an iron pin for corner;

THENCE S 12°02'29" E, 273.05 fet to an iron pin being the point of curvature of a curve to the left having a central angle of 51°09'22", a radius of 125.00 feet, a tangent length of 59.83 feet, a chord bearing of S 37° 37'10" E, and a chord distance of 107.94 feet for corner;

THENCE 111.61 feet along said curve to an iron pin for corner;

THENCE S 63°11'52" E, 256.65 feet to an iron pin being the point of curvature of a curve to the right having a central angle of 33°56'18", a radius of 225.00 feet, a tangent length of 68.66 feet, a chord bearing of S 46°13'43" E, and a chord distance of 131.34 feet for corner;

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Exhibit A

THENCE 133.28 feet along said curve to an iron pin for corner;

THENCE S 55°50'25" E, 189.86 feet to an iron pin for corner, said iron pin also being on the west right-of-way line of Martin Pa5rkway (a 60' R.O.W.);

THENCE S 18°45'52" W, 671.89 feet along the west right-of-way line of sai Martin Parkway (a 60' R.O.W.) to an iron pin being the point of curvature of a curve to the left having a central angle of 02°21'55", a radius of 1030.60 feet, a tangent length of 21.26 feet, a chord bearing of S 17°34' 55" W, and a chord distance of 42.52 feet for corner;

THENCE 42.52 feet along said curve and the west right-of-way line of said Martin Parkway (a 60' R.O.W.) to an iron pin for corner;

THENCE West 358.76 feet to an iron pin for corner;

THENCE S 83°33'46" W, 423.67 feet to an iron pin for corner;

THENCE S 63°58'45" W, 322.91 feet to an iron pin for corner; being on the east line of said Brook Meadows Addition, First Filing for corner;

THENCE along the east line of said Brook Meadows Addition, First Filing, the following: N 00°04'05" E, 669.12 feet to an iorn pin for corner;

THENCE N 42°31'17" E, 486.31 feet to an iron pin being the point of curvature of a curve to the right having a central angle of 22°26'40", a radius of 375.00 feet, a tangent length of 74.40 feet, a chord bearing of N 53° 44' 37" E, and a chord distance of 145.96 feet for corner;

THENCE 146.90 feet along said curve to an iron pin for corner;

THENCE N 64°57' 56" E, 90.35 feet to an iron pin being the point of curvature of a curve to the left having a central angle of 71°40'45", a radius of 50.00 feet, a tangent length of 36.11 feet, a chord bearing of N 29°07' 34" E, and a chord distance of 58.55 feet for corner;

THENCE N 06°42'47" W, 303.56 feet to an iron pin being the point of curvature of a curve tot he left having a central angle of 29°38'06", a radius of 350.00 feet, a tangent length of 92.59 feet, a chord bearing of N 22° 11'25" W, and a chord distance of 179.02 feet for corner;

THENCE N 37°00'28" W, 195.66 feet to an iron pin being the point of curvature of a curve to the left having a central angle of 11°24'40", a radius of 275.00 feet, a tangent length of 27.48 feet, a chord bearing of N 05° 32'35" E, and a chord distance of 54.68 feet to an iron pin, being the east right-of-way line of Melrose Park Drive (a 50' R.O.W.) for corner;

THENCE along the east right-of-way line of said Melrose Park Drive (a 50' R.O.W.) the following: N 00°09'45" W, 472.43 feet to the POINT OF BEGINNING and containing 29.403 acres (1,280,796.15 square feet) of land.

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EXHIBIT "B"

The Villages Of Woodland Hills Subdivision
City of Colleyville, Tarrant, Texas

The easements to the rear of each adjoining lot more particularly shown on the platted lots in the following filings:

	Volume	Page
Lots 50 thru 68/Block 6 First Filing Revised	388-186	52
Lots 69 thru 85/Blk 6 Second Filing Revised	388-186	56
Lots 14, 15R, 16, 17, 18, 19R/Blk 15 2nd Filing Revised	388-186	56
Lots 20 thru 29/Block 15 Sixth Filing Amended	388-181	65
Lots 1 thru 12/Block 15 Seventh Filing Revised	388-186	54

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Exhibit C

Square Footage Minimum	Lot	Block
4,000 sq. ft.	Lots 39 - 44	6
3,500 sq. ft.	Lots 34 - 38	6
3,500 sq. ft.	Lots 13 - 19	13
3,000 sq. ft.	Lots 08 - 12	13
3,000 sq. ft.	Lots 17 - 22	1
3,000 sq. ft.	Lots 06 - 10	7
3,000 sq. ft.	Lots 28 - 33	6
2,800 sq. ft.	Lots 01 - 05	7
2,800 sq. ft.	Lots 01 - 05	1
2,800 sq. ft.	Lots 23 - 27	6
2,800 sq. ft.	Lots 01 - 07	13
2,800 sq. ft.	Lots 08 - 14	4
2,800 sq. ft.	Lots 08 - 11	3
2,800 sq. ft.	Lots 01 & 02	2
2,800 sq. ft.	Lots 14 - 16	1
2,500 sq. ft.	Lots 06 - 13	1
2,500 sq. ft.	Lots 17 - 22	6
2,500 sq. ft.	Lots 01 - 07	3
2,500 sq. ft.	Lots 01 - 07	4

The above described square footage minimums are the designated house size minimums as outlined in Article IX, Section 1, Paragraph A of the Restrictive Covenants for the 5th Filing (Revised) on the Woodland Hills Subdivision to the City of Colleyville as recorded in Volume 8594, Page 2326 of the Deed Records of Tarrant County, Texas.

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DECLARATION OF COVENANTS AND RESTRICTIONS

TO

THE PUBLIC

86 SEP 26 P2:08

RETURN TO:

FIRST AMERICAN TITLE COMPANY
150 WESTPARK WAY SUITE 100
EULESS, TEXAS 76040

86 JUN 27 AM 10:15

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

SEP 26 1986

Madrin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

JUN 27 1986

Madrin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

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Colleyville

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DECLARATION OF COVENANTS AND RESTRICTIONS

OF

WOODLAND HILLS HOMEOWNERS ASSOCIATION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS IS BEING REFILED FOR THE SOLE PURPOSE OF REFLECTING THE VOLUME AND PAGE OF THE PLAT

THIS DECLARATION, made this 18th day of June, 1986, by Southcreek, Inc., a Texas Corporation, hereinafter called Declarant,

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property in the County of Tarrant, State of Texas, reflected by Plat recorded in Volume 388-203, Page 40, Plat Records, Tarrant County, Texas;

And the property which is described herein on Exhibit "A" which shall be deeded by the Declarant to the Homeowners' Association as well as an Easement to the channel which is described on Exhibit "B" which is attached hereto for all purposes and incorporated herein by reference.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as the Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Southcreek, Inc., a Texas corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of

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development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1986, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the the Villages of Woodland Hills Properties.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be the Declarant or its successors or

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assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights will be voted as Class A Membership and not Class B Membership.

ARTICLE IV

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment.

Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefore, whether or not it shall be so expressed in acceptance of the deed therefore, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by; the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members. Lots owned by the Class B Members shall not be levied upon or liable for any annual or special assessment.

The assessments shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

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A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

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The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

ARTICLE VII

RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS

Section 1. Use Restrictions. The following restrictions shall be applicable to the use of any property subject to this Declaration:

A. No lot on the Properties shall be used for any purpose other than residential purposes unless otherwise shown on the official recorded plat.

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B. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the Properties, except that not more than two (2) dogs, cats, or other household pets in the aggregate may be kept on any Lot within the rear private fenced yard, but only if they are not raised, bred, kept or maintained for any commercial purpose. No horses shall be kept on the Property. Dogs owned by Owners or their guests shall not be permitted to run at large but shall be kept under the control of such Owner or guest of such Owner by leash, cord or chain. The Owner of any dog shall immediately remove excrement deposited by said dog upon the Green Area.

C. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Properties.

D. No noxious or offensive activity shall be carried on or upon the Properties or any part thereof, nor shall anything be done or maintained thereon which may be or detract from its value as an attractive residential community. Habitually barking, howling or yelping dogs shall be deemed a nuisance. Garage doors shall be kept closed when not in use. Patios and balconies shall not be used for storage other than of patio furniture.

E. No Owner or occupant shall remove or significantly alter any tree in any street, right-of-way, park, or recreational area or other part of the Common Area unless permission in writing is first granted by the Association.

F. No Lot shall be used or maintained as a dumping ground for rubbish, grass clippings, garbage or trash. Garbage and other waste shall be kept in sanitary containers. All containers for the storage or disposal of such materials shall be kept inside the living unit or connected garage, except on the scheduled trash pick-up days.

ARTICLE VIII

RESTRICTIONS ON USE OF PROPERTY BY DECLARANT

So long as Declarant owns any interest in the Properties, Declarant excepts, excludes and reserves the following from each and every deed and instrument of conveyance executed and delivered by it to the Owner of a Building Site or Living Unit:

A. The right to maintain sales and administration offices, construction office or trailer and model homes with parking facilities on the Properties and to conduct sales activities therein so long as the Declarant is the Owner of any of the Properties.

B. The right to construct and complete the construction of living units, buildings, drives, lanes, roads and all other improvements on the Properties, and to repair and maintain the Common Areas and Green Areas. In connection therewith, Declarant reserves the right to use and excavate the surface and subsurface of the ground for the erection, construction and installation of said improvements and foundations, footings, floorings and basements. Delcarant also reserves the right to extend the drives, lanes and roads located or to be located on the Properties, the right to lease and rent such living units, and the right to sell, grant and convey title to purchasers of such subsequently constructed living units. Said purchasers shall become regular Members of the Association. Furthermore, Declarant also reserves the right to use and occupy so much of the Properties as may be necessary for the construction, reconstruction, maintenance and operation of any of said living units, Lots and Common Areas and Green Areas and other improvements including, but not limited to, the right to locate, install, maintain and repair all utilities and utility lines necessary for construction, reconstruction, maintenance and operation. Declarant, in addition, reserves the right to convey to any County, water district, sanitary sewer district or other municipal or quasi-municipal corporation all sewer lines and mains, and water mains and pipelines constructed or to be constructed on the Property, together with suitable rights of way over said lands for the required maintenance, repair, replacement and operation thereof.

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C. The right to grant and convey to others, whether or not they are Owners of Lots in the Properties, equal rights to a non-exclusive easement for ingress and egress along, over and across all the roads, and all extensions thereof now or hereafter constructed.

ARTICLE IX

RESTRICTIONS ON TYPE OF STRUCTURE PERMITTED

Section 1. Restrictions on Structures. In addition to the requirements imposed by any County or municipal corporation having jurisdiction over the Properties, the following restrictions apply to structure, improvements and personal property on the Properties.

A. No dwelling shall be erected on any part of the herein described real property containing less than 3,500, 3,000, 2,800, 2,500 square feet of principal living area, said living area to be fully enclosed as shall be designated on Exhibit "C" hereof which lots shall fall under which square foot designation. For one & one-half or two story houses, 1500 square feet will be minimum on the first floor. Exposed exterior wall area of the first floor, exclusive or doors, windows, or gables shall be 75% masonry. Masonry material shall be quality and appearance equal or superior to standard clay or shale common brick, color pigment Portland Cement brick or Quarried stone. Roofs shall be wood shingles as approved by City of Colleyville. Any change in this requirement shall be at the exclusive election of the Dedicator or the Architectural Control Committee. Porches, terraces, unfinished basement areas, guests houses, servant quarters and garages shall not be construed as living area. No single family dwelling shall be more than two stories in height, including the main floor level. No more than one living unit shall be built on each Lot. No outhouse of any kind, tent, shed or trailer, or any other temporary dwelling, shall be erected or maintained on any Building Site or be used for living purposes, nor shall any garage be used for dwelling purposes. Garden sheds or tool sheds may be erected, however, with the approval of the Architectural Committee. Every residence on a corner lot shall face on the street designated by the undersigned and shall present a good appearance on the other street on which it is located.

Garages: All garages shall be rear, or side entry. All corner lots shall have a rear entry garage only.

B. No trailer, motor home, camper, including vehicle mounted camper whether cassis or slide in, or pickup coach, tent, boat or truck (except pickup) shall be parked, placed, erected, maintained or constructed on any Lot or street for any purpose. However, trailers, campers, motor homes, pickup coaches, tents or boats which can be and are stored completely within attached garages or enclosures acceptable to the Architectural Control Committee and are not used for living purposes will not be in violation of these restrictions. All vehicles belonging to occupants must be parked overnight in the occupants driveway or in the above mentioned enclosure. In no case may the occupants vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

C. No fence shall be erected on any residential lot nearer to the front property line than five (5) feet behind the front of the main residence, and no fence shall be erected on any corner lot nearer to the side streets than five (5) feet of the property line of such lot. No fence may be installed upon any pedestrian easement, unless approved by the Architectural Control Committee. All fences shall be of wooden material, unless other type of material is approved by the undersigned prior to the installation.

ARTICLE X

RESTRICTIONS REGARDING CONSTRUCTION AND MAINTENANCE

Section 1. Architectural Committee. The Architectural Control Committee is composed of Larry R. Cole, Paul Gerrard Smith and Gary S. Hy. The majority of any Architectural Control Committee may designate one or more representatives to act for it. In the event of death or resignation of any Member of the Committee, the remaining Members shall have full authority to

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designate a successor. Neither the Members of the Committee, nor its designated representative shall be entitled to any compensation for the services performed to this covenant. When the Class B Membership terminates, the Board of Directors of the Association shall thereafter act as the Architectural Control Committee.

Section 2. Restrictions on Contruction, Maintenance and Improvements. The following restrictions are applicable to construction, maintenance, and improvements on the Properties:

A. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot, or parcel of land, upon which the improvements are to be erected, and shall not be placed in the street between the pavement and property lines.

No stumps, trees, underbrush or any refuse of any kind, nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material shall be immediately removed. Any material left on the lot or adjoining lots that is not disposed of promptly may be disposed of by the Developer and payment for such service to be borne by the builder or homeowner.

B. No erection of building or exterior additions or alterations including signs to any building situated upon the properties, nor any construction of any kind whatsoever, nor erection of or changes or additions in fences hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and locations in relation to surrounding structures and topography by an Architectural Control Committee, or by three (3) or more representatives appointed by the Board. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in the event, if no suit to enjoin the addition, alteration or changes has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representatives shall be entitled to compensation for services performed pursuant to the Article. Duplicate plans for the erection of any structure on any lot must be prepared by a registered architect or recognized professional designer and shall be submitted to the Architectural Control Committee for approval, one of which will be retained in the Developer's permanent files. All plans shall contain as a minimum, the following information:

a. A foundation plan showing a cross section of the beams, etc., with reinforced steel indicated.

b. A floor plan showing the total square feet of living area.

c. The exterior elevation showing the front, rear and the side elevations, complete with all ornamental and decorative details.

d. The specifications indicating type, grade and color, where applicable, of all exterior materials must be shown.

e. A plot plan showing the location of improvements, sidewalks, patios, driveways, fences, and retaining walls. Lot drainage provisions are to be indicated and cut and fill details, if any, appreciable changes in the lot contours is contemplated.

B.1. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove wiching thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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B.2. All houses and structures permitted under these restrictions shall be completed within twelve (12) months, once construction is started. No house shall be occupied as a residence until it is completed in accordance with the provisions of these covenants. No house or structure may be occupied until the premises are properly connected with the city sewage system.

C. No sign or radio or TV antenna of any kind shall be displayed to the public view on any part of the above described property, except one professional sign per dwelling of not more than five square feet advertising a dwelling for sale or rent, and signs used by a builder to advertise dwellings or dwelling during the construction and sale period. The Declarant is permitted to use larger signs during the promotional period and erect permanent signs near the entrances to the subdivisions.

D. No permanent outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure, supporting said outdoor overhead wires shall be erected, placed, or maintained within the Properties. All purchasers of Lots within the Properties, their heirs, successors, and assigns, shall use underground service wires to connect their premises and the structure built thereon to the underground electric or telephone utility facilities.

E. No fences or landscaping shall be done by a Lot Owner in Green Areas without the written approval of the Architectural Control Committee.

F. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

G. Sidewalks will be required to be installed by builder on each side of Martin Parkway.

Section 3. Right of Entry of Association Representative. Any agent or officer of the Association may at any reasonable hour or hours during construction or remodeling, enter and inspect any of said property as to its maintenance or improvements to determine if there has been compliance with the provisions thereof. The Association, and any Agent, or officer thereof, shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Association may issue a certificate of completion and compliance as to any property so inspected.

Section 4. Evidence of Compliance with Restrictions. Records of the Association with respect to compliance with the provisions of this Declarant shall be conclusive evidence as to all matters shown by such records. Issuance of a certificate of completion and compliance by the Secretary or an Assistant Secretary of the Association showing that the plans and specifications for the improvements or other matters herein provided for have been approved and that such improvements have been made in accordance therewith, or a certificate as to any matters relating to this Declaration by the Secretary or an Assistant Secretary of the Association shall be conclusive evidence that shall justify and protect any title company insuring title to any property subject to this Declaration and shall fully protect any purchaser or encumbrancer in connection therewith. After the expiration of one year following the issuance of a building permit by County or other governmental authority, any structure, work, improvement or alteration shall be deemed to be in compliance with the provisions thereof unless a notice of non-compliance executed by the Association shall have been recorded in the office of the County Clerk in which the Property is located, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 5. Building Setback Lines. Every residential building erected upon any lot or premises shall not protrude forward of the building line shown on the recorded plat. The front of said dwellings shall be located back of the recorded front property line. No residence, dwelling or outbuilding shall be erected nearer than five (5) feet from the inside line of such building plat or premises or nearer than fifteen (15) feet from the side street of such building plat or premises or nearer than the rear ten (10) feet of any yard.

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The undersigned reserves the right to change, in writing, any building lines shown on the plat referred to herein or setback lines from the side lines shown on the said plat referred to in the restrictions, so long as the undersigned hold legal title to such lots and likewise, reserves the right to make such changes with the consent of the owners of the property involved after the undersigned has conveyed the title to such property.

Section 6. Minor Violations of Setback Restrictions. If upon the erection of the first single family dwelling upon any of the Lots which are subject to these restrictions, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement may be waived by the written consent and waiver of the Owners of the Lots immediately adjoining on either side of the Lots upon which the violation or infringement occurs, and such waiver shall be binding upon all other Owners which are subject to these restrictions. Nothing herein contained shall prevent the prosecution of a suit for any other violation of the restrictions contained in this Declaration. A "minor violation" for the purpose of this section is a violation of not more than two feet beyond the required setback lines. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to such structure.

ARTICLE XI

INSURANCE AND INDEMNIFICATION

Section 1. Insurance Requirements Generally. The Association shall obtain and maintain in full force and effect at all times certain casualty, liability and other insurance as hereinafter provided. All such insurance shall be obtained, to the extent possible from responsible companies duly authorized and licensed to do insurance business in the State of Texas with a rating in Best's Insurance Reports (or any comparable publication) of at least BBB+ (or any comparable rating).

To the extent possible, the casualty, property and liability insurance shall:

A. Provide for a waiver of subrogation by the insurer as to claims against the Association, its Directors, Officers, employees, agents, and Members.

B. Provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least thirty (30) days prior written notice to the Association.

Any insurance policy may contain such deductible provisions as the Association deems consistent with good business practice. The cost and expense of all insurance obtained by the Association, shall be paid for out of Association funds collected by assessments and otherwise as elsewhere provided in the Declaration.

Section 2. Casualty Insurance. The Association shall obtain and maintain at all times insurance coverage providing all risk coverage or the nearest equivalent available for the full replacement cost of the Common Area and Green Area improvements and personal property of the Association in the amount of the full replacement value without deduction for depreciation. The insurance shall provide that it cannot be cancelled by either the insured or the insurance company until after at least thirty (30) days prior written notice is given to the Association.

The insurance described in this paragraph shall be inflation coverage insurance, if such insurance is available, which insurance at all times represents one hundred percent (100%) of the replacement value of all facilities in the Common Area and Green Areas, except land, foundation, excavation and other items normally excluded from coverage and except for any deductible provisions, as permitted under Section 1 hereof. The Association shall, at least every three (3) years, obtain an appraisal for insurance purposes which shall be maintained as a permanent record, showing that the insurance in any year represents one hundred percent (100%) of the replacement value of the facilities in the Common Areas and Green Areas.

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Section 3. Public Liability and Property Damage Insurance. The Association shall obtain and maintain comprehensive general liability insurance including non-owned and hired automobile liability coverage, owned automobile liability coverage if there are any owned automobiles, personal injury liability coverage, products coverage covering liabilities of the Association, its officers, directors, employees, agents, and Members arising in connection with ownership, operation, maintenance, occupancy, or use of the Common Areas and Green Areas and any other area the Association is required to restore, repair or maintain pursuant to this declaration with bodily injury liability limits not less than $500,000.00 for each occurrence and property damage liability limits of not less than $500,000.00 for each occurrence, or $500,000.00 in the aggregate.

Section 4. Workmen's Compensation and Employer's Liability Insurance. The Association shall obtain and maintain workmen's compensation and employer's liability insurance as may be necessary to comply with applicable laws.

Section 5. Fidelity Insurance. The Association shall also maintain adequate fidelity coverage, if available, to protect against dishonest acts on the part of directors, officers, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such fidelity bonds shall (i) name the Association as an obligee, (ii) be written in an amount equal to at least one hundred percent (100%) of the estimated annual operating expenses of the Association, including reserves, (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, and (iv) provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premiums) without at least fifteen (15) days written notice to the first mortgagees and the Association.

Section 6. Other Insurance. The Association may obtain such additional insurance coverage against such additional risks as it shall determine to be appropriate.

Section 7. Indemnification. Each Officer and Director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an Officer or Director of the Association, or any settlements thereof, whether or not he is an Officer or Director of the Association at the time such expenses are incurred, except in such cases wherein such Officer or Director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Revocation and Amendment. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless approved in writing by Owners holding seventy-five percent (75%) or more of the total vote hereunder and by seventy-five percent (75%) or more of the holders of any recorded mortgage or deed of trust affecting any or all of the Lots, who have given the Association notice of their interest in any Lot. Such amendment or revocation shall be effective when duly recorded; provided, however, that any amendment or revocation must comply with the Statutes of Texas and the resolutions and Ordinances of Tarrant County, Texas, or of any successor governmental entity having jurisdiction over the Properties, in existence at the time such amendment becomes effective.

Section 2. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an Owner at such registered mailing address. All notices,

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demands or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid to 807 Forest Ridge Drive, Suite 104, Bedford, Texas 76022, until such address is changed by a notice of address change mailed to each Owner by the Association.

Section 3. Enforcement. The Association or the Owner or Owners of any of the Properties may enforce the restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations, either to recover damages for such violation, including reasonable attorney's fees incurred in enforcing these covenants, or to restrain such violation or attempted violation, or to modify or remove structures fully or partially completed or in violation hereof shall be commenced no later than one year from the date of the violation for which the action is sought to be brought or maintained. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall not be liable to reimburse any Owner for attorney's fees or costs incurred in any suit brought by an Owner to enforce or attempt to enforce these covenants.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court decree shall in no wise affect any other provisions which shall remain in full force and effect. Nothing herein shall be in conflict with Texas Homestead Law. Should a provision herein be in conflict, Texas Homestead Law shall apply. All other provisions shall remain in full force and effect.

Section 5. Effect of Ordinances. Police, fire and other public safety ordinances of any governmental corporation or unit having jurisdiction over any portion of the Properties shall govern where more restrictive than these covenants and restrictions.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

SOUTHCREEK, INC.

By: Larry R. Cole
LARRY R. COLE, President

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 18th day of January, 1986, by LARRY R. COLE as President of SOUTHCREEK, INC., a Texas corporation.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 1-21-89

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STATE OF TEXAS §

COUNTY OF TARRANT §

This document is being refiled because of inadvertent errors in this document previously filed and this document is to correct the following matters:

1. To include Exhibit "B"
2. To complete Exhibit "C"

In witness whereof, this instrument is executed on this, the _____ day of _____, 19__.

SOUTHCREEK, INC.

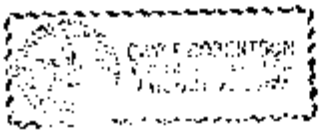
BY: _____
LARRY R. COLE, President

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ President, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said SOUTHCREEK, INC., a Corporation, and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 19__.



_____
NOTARY PUBLIC FOR THE STATE OF TEXAS
Notary's Typed Name: _____
My Commission Expires: _____

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Exhibit A

A tract of land situated in the JOSEPH SCREECH SURVEY, Abstract 1404, and the S.C.H. WITTEN SURVEY, Abstract 1734, in the City of Colleyville, Tarrant County, Texas, and being more particularly described by the metes and bounds as follows:

COMMENCING at an iron pin being the most northerly northwest corner of Woodland Hills Addition, Fourth and Fifth Filing as recorded in Volume 388-195, Page 22, of the Plat Records of Tarrant County, Texas, said pin also being the northeast corner of a tract of land owned by Donald Phillpot as recorded in Volume 6142, Page 466, of the Plat Records of Tarrant County, Texas, said pin also being the centerline of Glade Road (a futur 80' R.O.W.) S 00°09' 45" E, 40.00 feet along the west line of said Woodland Hills Addition to an iron pin for corner; S 89°56'53" E, 180.00 fee alogn the north line of said Woodland Hills Addition to an iron pin, sai iron pin also being the POINT OF BEGINNING of the herein described tract

THENCE S 89°56'53" E, 225.68 feet to an iron pin for corner;

THENCE S 15°34'38" W, 198.28 feet to an iron pin being the point of curvature of a curve to the left having a central angle of 17°41'39", a radius of 50.00 feet, a tangent length of 7.80 feet, a chord bearing of S 06°43'09" W, and a chord distance of 15.41 feet for corner;

THENCE 15.47 feet along said curve to an iron pin for corner;

THENCE S 02°08'43" E, 288.85 feet to an iron pin being the point of curvature of a curve to the left having a central angle of 34° 51'42", a radius of 40.00 feet, a tangent length of 12.56 feet, a chord bearing of S 19°34'34" E, and a chord distance of 23.96 feet for corner;

THENCE 24.34 feet along said curve to an iron pin for corner;

THENCE S 37°00'28" E, 110.13 feet to an iron pin being the point of curvature of a curve to the right having a central angle of 24°57'58", a radius of 550.00 feet, a tangent length of 121.76 feet, a chord bearing of S 24° 31' 28" E, and a chord distance of 237.77 feet for corner;

THENCE 239.66 feet along said curve to an iron pin for corner;

THENCE S 12°02'29" E, 273.05 fet to an iron pin being the point of curvature of a curve to the left having a central angle of 51°09'22", a radius of 125.00 feet, a tangent length of 59.83 feet, a chord bearing of S 37° 37'10" E, and a chord distance of 107.94 feet for corner;

THENCE 111.61 feet along said curve to an iron pin for corner;

THENCE S 63°11'52" E, 256.65 feet to an iron pin being the point of curvature of a curve to the right having a central angle of 33°56'18", a radius of 225.00 feet, a tangent length of 68.66 feet, a chord bearing of S 46°13'43" E, and a chord distance of 131.34 feet for corner;

Exhibit A

THENCE 133.28 feet along said curve to an iron pin for corner;

THENCE S 55°50'25" E, 189.86 feet to an iron pin for corner, said iron pin also being on the west right-of-way line of Martin Parkway (a 60' R.O.W.);

THENCE S 18°45'52" W, 671.89 feet along the west right-of-way line of said Martin Parkway (a 60' R.O.W.) to an iron pin being the point of curvature of a curve to the left having a central angle of 02°21'55", a radius of 1030.00 feet, a tangent length of 21.26 feet, a chord bearing of S 17°34' 55" W, and a chord distance of 42.52 feet for corner;

THENCE 42.52 feet along said curve and the west right-of-way line of said Martin Parkway (a 60' R.O.W.) to an iron pin for corner;

THENCE West 358.76 feet to an iron pin for corner;

THENCE S 83°33'46" W, 423.67 feet to an iron pin for corner;

THENCE S 63°58'45" W, 322.91 feet to an iron pin for corner; being on the east line of said Brook Meadows Addition, First Filing for corner;

THENCE along the east line of said Brook Meadows Addition, First Filing, the following: N 00°04'05" E, 669.12 feet to an iorn pin for corner;

THENCE N 42°31'17" E, 486.31 feet to an iron pin being the point of curvature of a curve to the right having a central angle of 22°26'40", a radius of 375.00 feet, a tangent length of 74.40 feet, a chord bearing of N 53° 44' 37" E, and a chord distance of 145.96 feet for corner;

THENCE 146.90 feet along said curve to an iron pin for corner;

THENCE N 64°57' 56" E, 90.35 feet to an iron pin being the point of curvature of a curve to the left having a central angle of 71°40'45", a radius of 50.00 feet, a tangent length of 36.11 feet, a chord bearing of N 29°07' 34" E, and a chord distance of 58.55 feet for corner;

THENCE N 06°42'47" W, 303.56 feet to an iron pin being the point of curvature of a curve tot he left having a central angle of 29°38'06", a radius of 350.00 feet, a tangent length of 92.59 feet, a chord bearing of N 22° 11'25" W, and a chord distance of 179.02 feet for corner;

THENCE N 37°00'28" W, 195.66 feet to an iron pin being the point of curvature of a curve to the left having a central angle of 11°24'40", a radius of 275.00 feet, a tangent length of 27.48 feet, a chord bearing of N 05° 32'35" E, and a chord distance of 54.68 feet to an iron pin, being the east right-of-way line of Melrose Park Drive (a 50' R.O.W.) for corner;

THENCE along the east right-of-way line of said Melrose Park Drive (a 50' R.O.W.) the following: N 00°09'45" W, 472.43 feet to the POINT OF BEGINNING and containing 29.403 acres (1,280,796.15 square feet) of land.

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EXHIBIT "B"

The Villages Of Woodland Hills Subdivision
City of Colleyville, Tarrant, Texas

The easements to the rear of each adjoining lot more particularly shown on the platted lots in the following filings:

	Volume	Page
Lots 50 thru 68/Block 5 First Filing Revised	388-186	52
Lots 69 thru 85/Blk 6 Second Filing Revised	388-186	56
Lots 14, 15R, 16, 17, 18, 19R/Blk 15 2nd Filing Revised	388-186	56
Lots 20 thru 29/Block 15 Sixth Filing Amended	388-181	45
Lots 1 thru 12/Block 15 Seventh Filing Revised	388-186	54

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Exhibit C

Square Footage Minimum	Lot	Block
4,000 sq. ft.	Lots 39 - 44	6
3,500 sq. ft.	Lots 34 - 38	6
3,500 sq. ft.	Lots 13 - 19	13
3,000 sq. ft.	Lots 08 - 12	13
3,000 sq. ft.	Lots 17 - 22	1
3,000 sq. ft.	Lots 06 - 10	7
3,000 sq. ft.	Lots 28 - 33	6
2,800 sq. ft.	Lots 01 - 05	7
2,800 sq. ft.	Lots 01 - 05	1
2,800 sq. ft.	Lots 23 - 27	6
2,800 sq. ft.	Lots 01 - 07	13
2,800 sq. ft.	Lots 08 - 14	4
2,800 sq. ft.	Lots 08 - 11	3
2,800 sq. ft.	Lots 01 & 02	2
2,800 sq. ft.	Lots 14 - 16	1
2,500 sq. ft.	Lots 06 - 13	1
2,500 sq. ft.	Lots 17 - 22	6
2,500 sq. ft.	Lots 01 - 07	3
2,300 sq. ft.	Lots 01 - 07	9

The above described square footage minimums are the designated house size minimums as outlined in Article IX, Section 1, Paragraph A of the Restrictive Covenants for the 5th Filing (Revised) on the Woodland Hills Subdivision to the City of Colleyville as recorded in Volume 8594, Page 2326 of the Deed Records of Tarrant County, Texas.

DECLARATION OF COVENANTS AND RESTRICTIONS

TO

THE PUBLIC

'87 OCT 16 P3:35

FILED

SUZANNE HENDERSON
COUNTY CLERK

BY

SEP 26 P2:08

RETURN TO:

FIRST AMERICAN TITLE COMPANY
150 WESTPARK WAY SUITE 100
EULESS, TEXAS 76040

'86 JAN 27 AM 10:15

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

SEP 26 1988

Madrin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

JUN 27 1988

Madrin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

OCT 16 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

~~VOL. 8698 PG. 551~~

Woodland Hills Add'n

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MD

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THE VILLAGES OF WOODLAND HILLS ROOF COVENANT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

THIS ROOF COVENANT (this "Covenant") is made this 14th day of June, 1996, by the ARCHITECTURAL CONTROL COMMITTEE (the "Committee") of the WOODLAND HILLS HOMEOWNERS ASSOCIATION (the "Association").

W I T N E S S E T H:

WHEREAS, the following various documents establish an Architectural Control Committee (the "Committee") to review and approve plans and specifications for construction and modification of improvements on certain lots in the Woodland Hills, First, Second, Third, Sixth, Eighth, Ninth and Tenth Filings, Additions to the City of Colleyville, Tarrant County, Texas, to wit:

(a) Declaration of Restrictive Covenants for certain lots in the Woodland Hills, First Filing, an Addition to the City of Colleyville, Tarrant County, Texas, duly recorded at Volume 7800, Page 883 of the Deed Records of Tarrant County, Texas;

(b) Addendum to Declaration of Restrictive Covenants for Woodland Hills, First Filing, an Addition to the City of Colleyville, Tarrant County, Texas, duly recorded at Volume 7912, Page 1416 of the Deed Records of Tarrant County, Texas);

(c) Declaration of Restrictive Covenants for certain lots in the Woodland Hills, Sixth Filing, an Addition to the City of Colleyville, Tarrant County, Texas, duly recorded at Volume 8008, Page 769 of the Deed Records of Tarrant County, Texas;

(d) Declaration of Restrictive Covenants for certain lots in the Woodland Hills, Second Filing, an Addition to the City of Colleyville, Tarrant County, Texas, duly recorded at Volume 8173, Page 1209 of the Deed Records of Tarrant County, Texas;

(e) Declaration of Restrictive Covenants for Lot 22 in the Woodland Hills, Sixth Filing, an Addition to the City of Colleyville, Tarrant County, Texas, duly recorded at Volume 8192, Page 2050 of the Deed Records of Tarrant County, Texas;

WE CERTIFY THAT THIS IS A TRUE & CORRECT
COPY OF THE ORIGINAL
FOR THE
BY Jammie Walker

12413 0712

(f) Declaration of Restrictive Covenants for certain lots in the Woodland Hills, Third Filing, an Addition to the City of Colleyville, Tarrant County, Texas, duly recorded at Volume 8333, Page 1758 of the Deed Records of Tarrant County, Texas;

(g) Declaration of Restrictive Covenants for certain lots in the Woodland Hills, Sixth Filing, an Addition to the City of Colleyville, Tarrant County, Texas, duly recorded at Volume 8451, Page 1245 of the Deed Records of Tarrant County, Texas;

(h) Declaration of Restrictive Covenants for certain lots in the Woodland Hills, Eighth Filing, an Addition to the City of Colleyville, Tarrant County, Texas, duly recorded at Volume 9096, Page 0949 of the Deed Records of Tarrant County, Texas;

(i) Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association duly recorded in Volume 8698, Page 533 of the Deed Records of Tarrant County, Texas, and re-recorded in Volume 9097, Page 1242 of the Deed Records of Tarrant County, Texas;

(j) First Supplemental Declaration of Covenants and Restrictions for Woodland Hills Addition to the City of Colleyville, Tarrant County, Texas, duly recorded in Volume 09360, Page 0478 of the Deed Records of Tarrant County, Texas; and

WHEREAS, each of the above-referenced instruments contain restrictions concerning the type of roofing materials which are allowed to be used on homes constructed on the lots subject to such instruments; and

WHEREAS, these roofing material restrictions are burdensome and inflexible; and

WHEREAS, the Committee believes that it is in the best interest of all owners of lots subject to such instruments to be governed by a uniform roofing material restriction which is more flexible than the current restrictions and which permits the Committee to consider technological advances in design and materials, and

WHEREAS, the above-referenced instruments grant the Committee the authority to vary the restrictions contained in those instruments when the Committee feels it is in the best interest of Woodland Hills to do so.

12013 3713

NOW, THEREFORE, lots subject to the above-referenced instruments shall be governed by the following roofing material restrictions and the roofing material restrictions set forth in the above-referenced instruments are hereby replaced and superseded in their entirety with the following:

> All roofs shall be constructed of wood shingle, wood shake, tile, non-asbestos fiber cement, steel/stone which gives the appearance of tile, or asphalt with a minimum weight of 280 pounds (weathered wood style) or such other materials approved by the Architectural Control Committee (the "Committee") taking into account harmony, conformity, color, appearance, quality and similar considerations. Notwithstanding the foregoing, no seam or corrugated steel roofing materials shall be used in the Properties. Composition shingles may be permitted provided that they are laminated or "dimensional" shingles (weathered wood style) with a class "A" fire rating and either a minimum weight of 340 pounds or a 40 year manufacturer's warranty. Prior to the installation of a new or replacement roofing material, the existing roofing material shall be removed and a plywood decking of a minimum of 5/8" thickness shall be installed followed by the installation of a membrane underlayment. Metal edging shall be installed and painted to match fascia board trim.
>
> The Committee may, from time to time, publish, promulgate and amend design guidelines (the "Design Guidelines") applicable to all construction activities within the Properties, including specific guidelines regarding acceptable roof materials for use on structures located on Lots in the Properties. All roofing materials and proposed installation procedures must be submitted to the Committee for written approval prior to commencement of construction. The Committee shall have the power to grant variances, waivers or modifications of the standards set forth in this Covenant and the Design Guidelines under circumstances and conditions deemed reasonable, appropriate and prudent in the Committee's sole discretion. Any such variance, waiver or modification shall not be deemed a waiver of the Committee's right to withhold approval as to any similar proposals, plans and specifications or other matters subsequently or additionally submitted for approval.

Except as modified by this Covenant, the restrictions set forth in the above-referenced instruments shall remain in full force and effect.

IN WITNESS WHEREOF, the Committee has caused this Covenant to be executed by its duly authorized committee member this 14th day of June, 1996.

ARCHITECTURAL CONTROL COMMITTEE FOR
WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: David K. Krych

Its: Chairman

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared David K. Krych, Chairman of the Architectural Control Committee of Woodland Hills Homeowners Association, Inc., 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 on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 14 day of June, 1996.

Diann Mulstead
Notary Public, State of Texas

DIANN MULSTEAD
Notary Public, State of Texas
My Commission Expires 8-20-99

AFTER RECORDING, RETURN TO:

Lance E. Williams, Esq.
Riddle, Williams & Blend, P.C.
3811 Turtle Creek Boulevard, Suite 1050
Dallas, Texas 75219

F:\RWB\F\V\E\ROOF.HH

12415 0715

D196121761
RIDDLE WILLIAMS & BLEND
3811 TURTLE CRK BLVD
#1050
DALLAS, TX 75219

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: RIDDLE WILLIAMS & BLEND

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
196235821	DR96	T000224	06/26/96	09:50

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D196121761	WD	960626	09:50	CK 3758

T O T A L : DOCUMENTS: 01 F E E S: 15.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

12413 0716

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Henry A. Morris Jennie A. Morris owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 2, Block 9, Woodland Hills Addition, 1 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

15206 • 0133 • 002

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of Sept. 24, 2001.

OWNER(S):

By: Henry G. Morris

HENRY G. MORRIS
Print Name

By: Jeannie A. Morris

JEANNIE A. MORRIS
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 24 day of September, 2001, by HENRY G. MORRIS and JEANNIE A. MORRIS, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

DAVID S BABER
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-09-2003

Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: D. O'Brien

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by DONNA M. O'BRIEN, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as PRESIDENT of the Woodland Hills Homeowners Association as the act of said Association.

JUDITH M. PEEBLES
MY COMMISSION EXPIRES
August 15, 2003

Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

D206 • 078 • 005

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, James C. Ivey, Jr. and Madelyn B. Ivey owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 39R, Block 8, Woodland Hills Addition, First Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvement construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of September 28, 2001.

OWNER(S):

By: James C. Ivey, Jr.

James C. Ivey, Jr.
Print Name

By: Madelyn B. Ivey

Madelyn B. Ivey
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 28th day of September, 2001, by James C. Ivey, Jr. and Madelyn B. Ivey, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

[Notary Seal] KATHY A. WELCH NOTARY PUBLIC STATE OF TEXAS EXPIRES 10-12-2004

Kathy A. Welch
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: D. O'Brien

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by Donna M. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that ~~he~~/she executed the same for the purposes therein expressed in ~~his~~/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

[Notary Seal] JUDITH M. PEEBLES COMMISSION EXPIRES August 10, 2005

Judith M. Peebles
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

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SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southerock Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Rick and Jan Foster owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 40R, Block 8, Woodland Hills Addition, 1 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

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E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means

EXECUTED by the undersigned as of September 16, 2001.

OWNER(S):

By: [signature]

Richard C. Feaster Jr.
Print Name

By: Jan F. Feaster

Jan F. Feaster
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 16th day of September, 200__ by Richard C. Feaster and Jan F. Feaster, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

CAROL L. JOHNSON
MY COMMISSION EXPIRES
May 9, 2004

Carol L. Johnson
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: [signature]

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by DONNA M. O'BRIEN, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that ~~he~~/she executed the same for the purposes therein expressed in ~~his~~/her capacity as PRESIDENT of the Woodland Hills Homeowners Association as the act of said Association.

JUDITH M. PEEBLES
MY COMMISSION EXPIRES
August 10, 2003

Judith M. Peebles
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

13

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

WHEREAS, Southcreek, Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said Records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, William & Cynthia McConnell owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 43R, Block 8, Woodland Hills Addition, East Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person or entity who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws, Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of the Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $ 486.00 , and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if the same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of January 30, 2001

OWNER(S):

William Michael McCormack

William Michael McCormack
Print Name

Cynthia J. McCormack

Cynthia J. McCormack
Print Name

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: Richard A. Watson Jr

Richard A. WATSON, Jr
Print Name

Its: President

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 30th day of January 2001, by William Michael McCormack and Cynthia J. McCormack, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

[Notary Seal]

KIMBERLY D. PAFUNDI
MY COMMISSION EXPIRES
September 14, 2002

Kimberly D. Pafundi
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 6th day of February, 2001, by Richard A. Watson, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

Judith M. Peebles
Notary Public, State of Texas

[Notary Seal]

JUDITH M. PEEBLES
MY COMMISSION EXPIRES
August 10, 2001

D201030221

WOODLAND HILLS
HOMEOWNERS ASSN
C/O POSEDNIK & CO
350 WESTPARK WAY #205
EULESS TX 76040-3739

W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
201125927	DR92	D W	02/12/2001	13:17

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D201030221	WD	20010212	13:17	CK 1169*

T O T A L : DOCUMENTS: 01 F E E S: 13.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

3203 EATON

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, John R & Deborah E Jones owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 45R, Block 8, Woodland Hills Addition, 1 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

B. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of Sept. 16, 2001.

OWNER(S):

By: _____
John R. Zimmer
Print Name

By: _____
Deb Zimmer
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 16th day of September, 2001, by Jack R. and Deb Zimmer and Deb Zimmer, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

[Notary Seal] CAROL L. JOHNSON MY COMMISSION EXPIRES May 9, 2004

Carol L. Johnson
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: _____
Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by Donna M. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in ~~his~~/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

[Notary Seal] JUDITH M. PEEBLES MY COMMISSION EXPIRES August 10, 2003

Judith M. Peebles
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

45206.0459.003

D201258129
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY STE 205
EULESS TX 76040 6610

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
202024513	DR93	MD	10/19/2001	10:08

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D201258129	WD	20011019	10:08	CK 1269

T O T A L : DOCUMENTS: 01 F E E S: 11.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

13

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

WHEREAS, Southcreek, Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said Records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Mintec Trust owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 46R, Block 8, Woodland Hills Addition, 1st Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person or entity who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws, Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of the Property in the Villages of Woodland Hills subject to assessment by the Association.

2000.0441.0077

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2000 for lots owned by Class A members of the Association is $ 486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if the same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of July 7th, 2000.

OWNER(S):

Chris Minteer

Chris Minteer
Print Name

[signature]

Gregory D. Minteer
Print Name

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: _____

Richard A. Watson, Jr.
Print Name

Its: President

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 29th day of AUG, 2000, by Chris Minteer and Gregory D. Minteer known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

[Notary Seal] AMY C. FLYNN Notary Public STATE OF TEXAS My Comm. Exp. 03/12/03

_____
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 11th day of August, 2000, by Richard A. Watson Jr., known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

_____
Notary Public, State of Texas

[Notary Seal] JUDITH M. PEEBLES MY COMMISSION EXPIRES August 10, 2001

D200182971
WOODLAND HILLS HOMEOWNERS ASSO
350 WESTPARK WAY #205
EULESS TX 76040

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS ASSO

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
200329585	DR96	N C	08/16/2000	10:58

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D200182971	WD	20000816	10:58	CK 1101

T O T A L : DOCUMENTS: 01 F E E S: 13.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

4304 Eaton Cir.

15206.0156.001

SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODLAND HILLS HOMEOWNERS ASSOCIATION, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, W James Wiethalter and Jane D Wiethalter owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 49, Block 8, Woodland Hills Addition, 1st Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

15206 • 0456 • 002

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of SEPTEMBER, 16, 2001.

OWNER(S):

By: W. James Wietholter

W. JAMES WIETHOLTER
Print Name

By: Jane D. Wietholter

JANE D. WIETHOLTER
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 16th day of September, 2001, by W. James Wietholter and Jane D. Wietholter, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

Notary Seal: CAROL L. JOHNSON, MY COMMISSION EXPIRES May 9, 2004

Carol L. Johnson
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: D. O'Brien

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by DONNA M. O'BRIEN, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that ~~he~~/she executed the same for the purposes therein expressed in ~~his~~/her capacity as PRESIDENT of the Woodland Hills Homeowners Association as the act of said Association.

Seal: JUDITH M. PEEBLES, MY COMMISSION EXPIRES August 15, 2005

Judith M. Peebles
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

D206 014 1 001

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Jerry C. and Melissa F. Sandlin owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 17, Block 8, Woodland Hills Addition, 1 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of September 30, 2001.

OWNER(S):

By: _____

Terry C. Sandlin
Print Name

By: _____

Melissa F. Sandlin
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 30th day of September, 2001, by Terry C. Sandlin and Melissa F. Sandlin, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

CAROL L. JOHNSON
Notary Public
My Commission Expires
May 8, 2004

Carol L. Johnson
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: _____

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by Donna O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that ~~he~~/she executed the same for the purposes therein expressed in ~~his~~/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

JUDITH M. PEEBLES
Notary Public
My Commission Expires
August 10, 2005

Judith M. Peebles
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

WHEREAS, Southcreek, Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said Records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Richard and Keri Sweet owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 57, Block 8, Woodland Hills Addition, 1st Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person or entity who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws, Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of the Property in the Villages of Woodland Hills subject to assessment by the Association.

13931 · 0296 · 001

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 1999 for lots owned by Class A members of the Association is $ 480.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if the same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of 24 June, 1999

OWNER(S):

Richard Sweet

Richard Sweet

Print Name

Keri Sweet

Keri Sweet

Print Name

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: Richard A. Watson Jr.

Richard A. WATSON, Jr.
Print Name

Its: Membership director

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 24th day of June, 1999, by Richard Sweet and Keri Sweet, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

BRYAN W. HILL
Notary Public, State of Texas
My Commission Expires
January 22, 2002
[Notary Seal]

Bryan W. Hill
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 24th day of June, 1999, by Richard Watson, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as Membership Director of the Woodland Hills Homeowners Association as the act of said Association.

BRYAN W. HILL
Notary Public, State of Texas
My Commission Expires
January 22, 2002
[Notary Seal]

Bryan W. Hill
Notary Public, State of Texas

D199190116
RICHARD WATSON JR
3410 BOWDEN HILL LANE N
COLLEYVILLE TX 76034 4963

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: RICHARD WATSON

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
199341275	DR93	N C	07/28/1999	10:12

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D199190116	WD	19990728	10:12	CK 6670

T O T A L : DOCUMENTS: 01 F E E S: 13.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

13

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

WHEREAS, Southcreek, Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said Records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, The Church of Jesus Christ of Latter day Saints owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 55, Block 8, Woodland Hills Addition, First Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person or entity who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws, Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of the Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $ 486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if the same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of February 6, 2001.

OWNER(S):

The Church of Jesus Christ of Latter-day Saints

by: Larry L. Whiting

Print Name

_____

_____

Print Name

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: Karen Phillips

KAREN PHILLIPS
Print Name

Its: TREASURER

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 6th day of February, 2001, by The Church of Jesus Christ of Latter Day Saints by: Larry Whiting, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

[Notary Seal] LINDA J. LAVENDER NOTARY PUBLIC STATE OF TEXAS EXPIRES 9-18-2001

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 15th day of MARCH, 2001 by KAREN PHILLIPS, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as TREASURER of the Woodland Hills Homeowners Association as the act of said Association.

[Notary Seal] CAROL C. HOBBS Notary Public, State of Texas My Commission Expires 12-09-01

Notary Public, State of Texas

D201056873
WOODLAND HILLS HOMEOWNER ASSOC
350 WESTPARK WAY #205
EULESS TX 76040

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNER ASSOC

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
201160903	DR96	N C	03/16/2001	11:22

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D201056873	WD	20010316	11:22	CK 1180

T O T A L : DOCUMENTS: 01 F E E S: 13.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Robert H. and Judy Spearman Till owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 32R, Block 8, Woodland Hills Addition, 1 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

15206 • 0452 • 002

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of September 16, 2001.

OWNER(S):

By: Judy Spearman Till

Judy Spearman Till
Print Name

By: Robert H. Till

Robert H. Till
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 16th day of September, 2001, by Judy Spearman Till and Robert H. Till, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

Notary Seal
CAROL L. JOHNSON
MY COMMISSION EXPIRES
May 9, 2004

Carol L. Johnson
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: D O'Brien

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by Donna M. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that ~~he~~/she executed the same for the purposes therein expressed ~~in his~~/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

Seal
JUDITH M. PEEBLES
MY COMMISSION EXPIRES
August 10, 2005

Judith M. Peebles
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY
2001 NOV 15 PM 12
SUZANNE HENDERSON
COUNTY CLERK

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association") which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Craig C. & Janice J. Hughes owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 3, Block 9, Woodland Hills Addition, 1 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the unimproved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of September 30, 2001.

OWNER(S):

By: _____

CRAIG C. HUGHES
Print Name

By: _____

FRANCE J. HUGHES
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 30th day of September, 2001, by Craig C. and France J. Hughes, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

Notary Seal
CAROL E. JOHNSON
MY COMMISSION EXPIRES
May 3, 2004

Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: _____

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 14th day of November, 2001, by Donna M. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

Seal
JUDITH M. PEEBLES
MY COMMISSION EXPIRES
August 10, 2005

Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

(12)

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southercrest, Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said Records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Darlene Rigsan owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 10, Block 9, Woodland Hills Addition, First Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2004 for lots owned by Class A members of the Association is $534.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of July 29, 2004.

OWNER(S):

By: Darlene W. Riggan

Darlene W. Riggan
Print Name

By: _____

_____
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 29 day of July, 2004, by Dawn Elaine Goff, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

[Notary Seal]

DAWN ELAINE GOFF
Notary Public
STATE OF TEXAS
My Comm. Exp. 04/07/2007

Dawn Elaine Goff
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: Malinda K. Hall

Malinda K. Hall
Print Name

Its: President, Woodland Hills Homeowners Assn.

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 6th day of August, 2004, by Malinda K. Hall, known to me to be the person(s) whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

[Notary Seal]

GLENDA SHIPLEY
Notary Public, State of Texas
My Commission Expires
JUNE 12, 2007

Glenda Shipley
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-2739

WOODLAND HILLS HOMEOWNERS ASSOC
350 WESTPARK WAY #205

EULESS TX 76040

Submitter: WOODLAND HILLS HOMEOWNERS ASSOC

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

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

Filed For Registration:	08/20/2004 08:31 AM		
Instrument #:	D204260293		
	WD	3 PGS	$16.00

By: _____

D204260293

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southerock Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration, and

WHEREAS, ROBERT F. & PAMELA T. STEPHENSON owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 48, Block 8, Woodland Hills Addition, 1 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $480.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

Vol. 15206 Pg. 0147

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of SEPTEMBER 16, 2001.

OWNER(S):

By: _____

ROBERT F. STEPHENSON
Print Name

By: Pamela J Stephenson

Pamela J. Stephenson
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 16th day of September, 200__, by Robert J. Stephenson and Pamela J. Stephenson, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

Notary Seal: CAROL L. JOHNSON MY COMMISSION EXPIRES May 9, 2004

_____
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: _____

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 200 1, by DONNA M O'BRIEN, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that ~~he~~/she executed the same for the purposes therein expressed in ~~his~~/her capacity as PRES. HOA of the Woodland Hills Homeowners Association as the act of said Association.

Notary Seal: JUDITH M. PEEBLES MY COMMISSION EXPIRES August 10, 2005

_____
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

D201258117
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY STE 205
EULESS TX 76040 6610

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
202024501	DR93	MD	10/19/2001	10:07

	INSTRUMENT	RECD	INDEXED	TIME	
1	D201258117	WD	20011019	10:07	CK 1269

T O T A L : DOCUMENTS: 01 F E E S: 11.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, John D & Linda M Nail owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 9, Block 9, Woodland Hills Addition, 1, Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of 23rd September, 2001.

OWNER(S):

By: John D Nail

John D Nail Jr.
Print Name

By: Linda M. Nail

Linda M. Nail
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 23rd day of September, 2001, by John D Nail and Linda M. Nail, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

BRYAN W. HILL
Notary Public, State of Texas
My Commission Expires
January 22, 2002

Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: D O'Brien

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by Donna M. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as PRESIDENT of the Woodland Hills Homeowners Association as the act of said Association.

Notary Seal
JUDITH M. PEEBLES
MY COMMISSION EXPIRES
August 10, 2005

Judith M. Peebles
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

HALL
4411 Eaton Circle

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, David M. Hall ETUX Cynthia K owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association,

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 12, Block 9, Woodland Hills Addition, 1 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of Sept 24, 2001.

OWNER(S):

By: David N. Hall

David N. Hall
Print Name

By: Cynthia K. Hall

Cynthia K. Hall
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 24th day of Sept, 2001, by David N. Hall and Cynthia K. Hall, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

(Notary Seal) STEPHANIE L. FENELL Notary Public, State of Texas My Commission Expires 05-04-04

Stephanie L. Fenell
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: [signature]

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by Donna M. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association, as the act of said Association.

Notary Seal JUDITH M. PEEBLES My Commission Expires August 10, 2005

Judith M. Peebles
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

WHEREAS, Southcreek, Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said Records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Terry Diehman and Karen Diehman owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 21, Block 9, Woodland Hills Addition, 1st Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person or entity who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws, Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of the Property in the Villages of Woodland Hills subject to assessment by the Association.

Vol. 14398 Pg. 0372

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2000 for lots owned by Class A members of the Association is $ 496.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if the same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of June 10, 2000

OWNER(S):

Terry Diehman

Terry Diehman
Print Name

Karen Diehman

Karen Diehman
Print Name

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: Richard A Watson Jr

RICHARD A. WATSON, JR.
Print Name

Its: President

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 10 day of June, 2000, by Terry Dielman and Karen Dielman, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

DAVID S BABER
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-09-2003

Notary Seal

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 23rd day of May, 2000, by Richard Watson, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

BRYAN W. HILL
Notary Public, State of Texas
My Commission Expires
January 22, 2002

Notary Seal

Notary Public, State of Texas

THIS DOCUMENT IS UNCLEAR IN THE RETURN ADDRESS. THE RETURN ADDRESS WAS OBTAINED FROM: (ENVELOPE) (CHECK) (FILE SLIP) (COVER LETTER) (SUBMITTER) (OTHER) _____

D200137222
WOODLAND HILLS HOWNOWNERS ASSN
350 WESTPARK WAY #205
EULESS TX 76040

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS ASSN

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
200270163	DR91	JP	06/22/2000	11:32

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D200137222	WD	20000622	11:32	CK 1079

T O T A L : DOCUMENTS: 01 F E E S: 13.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

15206.0145.001

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Dan R. Skelton & Carmitha owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 22, Block 9, Woodland Hills Addition, 1 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of September 24, 2001.

OWNER(S):

By: Don R. Skelton

DON R. SKELTON
Print Name

By: Catherine Hays

CATHERINE HAYS
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 24 day of September, 2001, by x DON R. SKELTON and x Catherine Hays, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

DAVID S BABER
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-09-2003

Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: D. O'Brien

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by DONNA M. O'BRIEN, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that ~~he~~/she executed the same for the purposes therein expressed in ~~his~~/her capacity as PRESIDENT of the Woodland Hills Homeowners Association as the act of said Association.

[Notary Seal] JUDITH M. PEEBLES
MY COMMISSION EXPIRES
August 10, 2003

Judith M. Peebles
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

D201258115
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY STE 205
EULESS TX 76040 6610

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
202024499	DR93	MD	10/19/2001	10:07

	INSTRUMENT	FFECD	INDEXED	TIME	
1	D201258115	WD	20011019	10:07	CK 1269

T O T A L : DOCUMENTS: 01 F E E S: 11.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Woodland Hills 1st Filing

130

FILED
TARRANT COUNTY TEXAS
'93 JUN 22 P1:19
SUZANNE HENDERSON
COUNTY CLERK

Supplemental Declaration to the Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, an Addition to the City of Colleyville, Tarrant County, Texas.

WHEREAS, Southcreek, Inc. a Texas Corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said Records on October 19, 1987 (the Declaration), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, William and Mary Park owns certain property in the Villages of Woodland Hills and desires to add such property to the declaration and to subject the property to the jurisdiction of the Woodland Heights Homeowners Association, Inc.;and

WHEREAS, on _____ at a duly called meeting of the members of the Woodland Hills Homeowners Association, by the affirmative written approval of at least 75% of the members, and upon the approval of 75% of holders of any recorded mortgage or deed of trust affecting any or all of the lots governed by the Declaration the members and owners approved the addition of any of the lots within the Villages of Woodland Hills to the Declaration and to subject the property to the jurisdiction of the Woodland Hills Homeowners Association, Inc.;

FILED AS RECEIVED

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 23, Block 9, Woodland Hills Addition, First Filing, to the City of Colleyville, Tarrant County, Texas is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Woodland Hills Homeowners Association, Inc., and all easements, covenants, restrictions and charges set out in the Declaration shall run with the property and shall be binding on all parties having or acquiring any, right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership. Every person or entity who is a Record owner of a fee or undivided fee interest in said Lot, including contract sellers ("Owner"), shall be a mandatory Class A member of the Woodland Hills Homeowners Association, Inc. and, by

11113 1191

acceptance of the Deed for said Lot, whether or not it shall be expressed in the deed therefore, agrees to abide and be bound by the Articles of Incorporation, Bylaws, Rules and Regulations and Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot in Woodland Heights which is subject to assessment by Woodland Hills Homeowners Association.

C. Current Annual Assessment. It is acknowledged that the 1993 maximum annual assessment for Lots owned by Class A members of the Woodland Hills Homeowners Association is 365.00 and that this maximum assessment may be changed as provided in the Declaration.

D. Additional Restrictions. The lot is hereby impressed with the following additional Restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance, or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles by parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of day.

E. Governance of Restrictions. All Restrictions concerning the use, improvements, construction and maintenance the Lot shall be governed by the Woodland Hills Homeowners Association through its Architectural Control Committee.

Date: 5/14/93

OWNERS:

William James Parker
Print Name William James Parker

Mary Riley Parker
Print Name Mary Riley Parker

Woodland Hills Homeowners Association, Inc.

By: [signature]

Print Name: HOWARD GARDNER

Its: President.

FILED AS RECEIVED.

Acknowledgments

NOTARY/SIGNATURE IN BLUE INK MAY NOT BE LEGIBLE

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned, A Notary Public in and for said County and State, on this day personally appeared William James Parker, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of May, 1993.

Mary Lou Bond
Notary Public in and for
The State of Texas

Seal: MARY LOU BOND NOTARY PUBLIC STATE OF TEXAS My Comm. Exp. 4-11-96

Acknowledgments

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned, A Notary Public in and for said County and State, on this day personally appeared Mary Riley Parker known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of May, 1993.

Mary Lou Bond
Notary Public in and for
The State of Texas

Seal: MARY LOU BOND NOTARY PUBLIC STATE OF TEXAS My Comm. Exp. 4-11-93

Return to:

CECILIA A. THOMAS
ATTORNEY AT LAW
1109 River Plaza Tower
1701 River Run Road
Fort Worth, TX 76107
817/332-6930 Fax 817/332-7637

D193126881
CECILIA A THOMAS ATTY
1109 RIVER PLAZA TWR
1701 RIVER RUN
FT WORTH, TX 76107

APR 14 1994

W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

F I L E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

JUL 07 1993

T O: CECILIA A THOMAS ATTY

RECEIPT NO	REGISTER	PRINTED DATE	TIME
193243693	DR91	06/22/93	13:19

	INSTRUMENT	FEECD	FILED	TIME	
1	D193126881	WD	930622	13:19	CK 652

T O T A L : DOCUMENTS: 01 F E E S: 16.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

11113 1195

D206 • 0144 • 009

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Mark + Carol Howe owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 36-R, Block 8, Woodland Hills Addition, 1 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-home vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of 16th day of September, 2001.

OWNER(S):

By: _____
Mark A. Howe
Print Name

By: _____
Carol J. Howe
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 16th day of September, 2001, by Mark A. Howe and Carol J. Howe, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

CAROL L. JOHNSON
MY COMMISSION EXPIRES
May 6, 2004

Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: _____
Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by Donna M. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

JUDITH M. PEEBLES
MY COMMISSION Expires
August 13, 2003

Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

TARRANT COUNTY

3102 Carisbrooke

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Todd B. Cameron and Peggy S. Cameron owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 37R, Block 8, Woodland Hills Addition, First Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

D. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of SEPTEMBER 25, 2001.

OWNER(S):

By: _____

Todd B. Cameron
Print Name

By: _____

Peggy Cameron
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 25TH day of SEPTEMBER, 2001, by TODD B. CAMERON and PEGGY CAMERON, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

[Notary Seal] DAVID W. CARLILE NOTARY PUBLIC STATE OF TEXAS COMMISSION EXPIRES: NOVEMBER 22, 2004 | _____
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: _____

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 19TH day of October, 2001, by DONNA M. O'BRIEN, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as PRESIDENT of the Woodland Hills Homeowners Association as the act of said Association.

[Notary Seal] JUDITH M. PEEBLES COMMISSION EXPIRES August 10, 2005 | _____
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

WHEREAS, Southcreek, Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said Records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Jeff R. & Faye S. Neddermann owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 1R, Block 12, Woodland Hills Addition, 2nd Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person or entity who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws, Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of the Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2000 for lots owned by Class A members of the Association is $ 486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if the same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of day.

E. Governance of Restrictions: All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of May 23 2000

OWNER(S):

Jeff P. Neddermon
Print Name

Faye S. Neddermon
Print Name

ORIGINAL

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: Richard A. Watson, Jr.

Richard A. WATSON, Jr.

Print Name

Its: President

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 23rd day of May, 2000, by Jeff Neddermann and Faye S. Neddermann, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

BRYAN W. HILL
Notary Public, State of Texas
Notary Seal
Commission Expires
January 22, 2002

Bryan W. Hill
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 23rd day of May, 2000, by Richard Watson, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

BRYAN W. HILL
Notary Public, State of Texas
Notary Seal
Commission Expires
January 22, 2002

Notary Public, State of Texas

D200133660
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY STE 205
EULESS TX 76040 3739

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
200265549	DR93	MD	06/19/2000	12:05

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D200133660	WD	20000619	12:04	CK 1065

T O T A L : DOCUMENTS: 01 F E E S: 13.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Eugene J. Morgan and Carol Schulz Morgan owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added: Lot 23, Block 12, Woodland Hills Addition, 2 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles, and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

B. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of September 17, 2001.

OWNER(S):

By: _____

Eugene J. Morgan
Print Name

By: _____

Carol Schulz Morgan
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 17 day of September, 2001, by Eugene J. Morgan and Carol Schulz Morgan, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

[Notary Seal] SUE E. FRANK Notary Public, State of Texas My Commission Expires JUNE 10, 2002

_____
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: _____

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by Donna M. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

Seal: JUDITH M. PEEBLES My Commission Expires August 10, 2003

_____
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

D201258102
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY STE 205
EULESS TX 76040 6610

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
202024486	DR93	MD	10/19/2001	10:06

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D201258102	WD	20011019	10:06	CK 1269

T O T A L : DOCUMENTS: 01 F E E S: 11.00

5

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

WHEREAS, Southcreek, Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said Records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, RICHARD W. ULRICH & PAMELA A. ULRICH owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 16, Block 15, Woodland Hills Addition, 2nd Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person or entity who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws, Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of the Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2000 for lots owned by Class A members of the Association is $ 426.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if the same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of 6-30, 2000.

OWNER(S):

R W Ulrich

Print Name

Pamela A. Ulrich

Print Name

UNOFFICIAL COPY

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: Richard A. Watson Jr.

Richard A. Watson, Jr.
Print Name

Its: President

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 30 day of June, 2000, by Kim Ulrich and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

JOYCE NESS
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp 03-08-2001
Notary Seal

Joyce Ness
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 30 day of June, 2000, by Pamela Ulrich, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed, ~~in his/her capacity as _____ of the Woodland Hills Homeowners Association as the act of said Association.~~

JOYCE NESS
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp 03-08-2001
Notary Seal

Joyce Ness
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before this 12th day of July, 2000, by Richard A. Watson, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes therein expressed in his capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

JUDITH M. PEEBLES
MY COMMISSION EXPIRES
August 10, 2001

Notary Public, State of Texas

UNOFFICIAL DOCUMENT

D200156997
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY #205
EULESS TX 76040

Unofficial Document

W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
200295806	DR91	CAP	07/18/2000	10:48

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D200156997	WD	20000718	10:48	CK 1088

T O T A L : DOCUMENTS: 01 F E E S: 15.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Bryce Pool & Jo Pool owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 1, Block 16, Woodland Hills Addition, 2 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of September 16, 2001.

OWNER(S):

By: [signature]

BRYCE POOL

Print Name

By: [signature]

Jo Pool

Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 16th day of September, 2001, by Bryce Pool and Jo Pool, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

BRYAN W. HILL
Notary Public, State of Texas
My Commission Expires
January 22, 2002

[signature]
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: [signature]

Donna M. O'Brien

Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by DONNA M. O'BRIEN, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in ~~his~~/her capacity as PRESIDENT of the Woodland Hills Homeowners Association as the act of said Association.

JUDITH M. PEEBLES
MY COMMISSION EXPIRES
August 10, 2005

[signature]
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

D201258108
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY STE 205
EULESS TX 76040 6610

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
202024492	DR93	MD	10/19/2001	10:07

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D201258108	WD	20011019	10:07	CK 1269

T O T A L : DOCUMENTS: 01 F E E S: 11.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Mickey and Deborah Powell owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 2, Block 16, Woodland Hills Addition, 2 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of September 17, 2001.

OWNER(S):

By: _____

Mickey C. Powell
Print Name

By: _____

DEBORAH JEAN POWELL
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 17TH day of SEPTEMBER, 2001, by MICKEY C. POWELL and DEBORAH JEAN POWELL, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

[Notary Seal] _____
Notary Public, State of Texas

KELLEY M. WILLIAMS
Notary Public
State of Texas
Comm. Exp. 6-4-2002

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: _____

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by DONNA M. O'BRIEN, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as PRESIDENT of the Woodland Hills Homeowners Association as the act of said Association.

[Notary Seal] JUDITH M. PEEBLES
MY COMMISSION EXPIRES
August 10, 2003

_____
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

D201258109
WOODLAND HILLS HOMEOWNERS
356 WESTPARK WAY STE 205
EULESS TX 76040 6610

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
202024493	DR93	MD	10/19/2001	10:07

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D201258109	WD	20011019	10:07	CK 1269

T O T A L : DOCUMENTS: 01 F E E S: 11.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Stephen R. & Kathleen Perry owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 6, Block 16, Woodland Hills Addition, 2 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of September 18, 2001.

OWNER(S):

By: [signature]

Stephen F. Perry
Print Name

By: Kathleen C. Perry

Kathleen C. Perry
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of September, 2001, by Stephen Perry and Kathleen Perry, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

MELANIE MARIE ROGERS
MY COMMISSION EXPIRES
July 12, 2005

Melanie Marie Rogers
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: [signature]

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by Donna M. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

EDITH M. PEEBLES
MY COMMISSION EXPIRES
August 10, 2005

Judith M. Peebles
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

Document Document

D201258106
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY STE 205
EULESS TX 76040 6610

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
202024490	DR93	MD	10/19/2001	10:06

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D201258106	WD	20011019	10:06	CK 1269

T O T A L : DOCUMENTS: 01 F E E S: 11.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Unofficial Document

TATE OF TEXAS $ AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT C,
$ BLOCK ____, WOODLAND HILLS, SECOND FILING, AN ADDITION
OUNTY OF TARRANT $ TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

1000 33.56 5.00 N D 09/09/87

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, nc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Associaion.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for he common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot ____, Block ____, in Woodland Hills, C ____ iling, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covring Phase III, Second Filing, Woodland Hills, recorded in Volume 8173, Page 1209, f the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in ddition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the Lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 7th date of August, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: [signature]

Its: Secretary

OWNERS:

By: [signature]

By: [signature]

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 7th day of August, 1987, by [signature] and [signature], Owners.

[signature]
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: 5-9-88

NOTARY'S PRINTED NAME: [signature]

Unofficial Document

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas as stamped hereon by me.

SEP 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

Please Return To,

SUZANNE HEADLY
COUNTY CLERK
BY

TARRANT COUNTY, TEXAS
87 SEP -9 AM 9:59

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Gerard Angela Krupp owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 4, Block 16, Woodland Hills Addition, 2 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of October 15, 2001.

OWNER(S):

By: Perry Krupp

Perry Krupp
Print Name

By: Angela Krupp

Angela Krupp
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 15 day of October, 2001, by Perry Krupp and Angela and Angela Krupp known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

CAROL L. JOHNSON
MY COMMISSION EXPIRES
May 8, 2004
[Notary Seal]

Carol L. Johnson
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: D. O'Brien

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by Donna M. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

JUDITH M. PEEBLES
MY COMMISSION EXPIRES
August 10, 2005
[Notary Seal]

Judith M. Peebles
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

D201258099
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY STE 205
EULESS TX 76040 6610

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
202024483	DR93	MD	10/19/2001	10:06

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D201258099	WD	20011019	10:06	CK 1269

T O T A L : DOCUMENTS: 01 F E E S: 11.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Philip & Belinda Hixon owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 11, Block 12, Woodland Hills Addition, 2 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of September 16, 2001.

OWNER(S):

By: Phillip D. Hixon

Phillip D. Hixon
Print Name

By: Belinda S. Hixon

Belinda S. Hixon
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 16th day of September, 2001, by Phillip D. Hixon and Belinda S. Hixon, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

BRYAN W. HILL
Notary Public, State of Texas
My Commission Expires
January 22, 2002

Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: D. O'Brien

Dana M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by Dana M. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

JUDITH M. PEEBLES
MY COMMISSION EXPIRES
August 10, 2005

Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

D201258093
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY STE 205
EULESS TX 76040 6610

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
202024477	DR93	MD	10/19/2001	10:06

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D201258093	WD	20011019	10:06	CK 1269

T O T A L : DOCUMENTS: 01 F E E S: 11.00

5

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Unofficial Document

13

Supplemental Declaration to the Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, an Addition to the City of Colleyville, Tarrant County, Texas.

WHEREAS, Southcreek, Inc. a Texas Corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said Records on October 19, 1987 (the Declaration), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Andrew R. and Miriam A. Cohen owns certain property in the Villages of Woodland Hills and desires to add such property to the declaration and to subject the property to the jurisdiction of the Woodland Hills Homeowners Association, Inc.; and

WHEREAS, the Woodland Hills Homeowners Association, Inc. by the affirmative approval of its Board of Directors, approved the addition of any of the lots within the Villages of Woodland Hills to those properties subject to the Declaration and approved the subjection of the additional property to the jurisdiction of the Woodland Hills Homeowners Association, Inc.;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 96R, Block 6, Woodland Hills Addition, 2nd Filing, to the City of Colleyville, Tarrant County, Texas is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Woodland Hills Homeowners Association, Inc., and all easements, covenants, restrictions and charges set out in the Declaration shall run with the property and shall be binding on all parties having or acquiring any, right, title of interest in such property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. MANDATORY MEMBERSHIP. Every person or entity who is a Record owner of a fee or undivided fee interest in said Lot, including contract sellers ("Owner"), shall be a mandatory Class A member of the Woodland Hills Homeowners Association, Inc. and, by acceptance of the Deed for said Lot, whether or not it shall be expressed in the deed therefore, agrees to abide and be bound by

the Articles of Incorporation, Bylaws, Rules and Regulations and Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot in Woodland Heights which is subject to assessment by Woodland Hills Homeowners Association.

C. Current Annual Assessment. It is acknowledged that the 1999 maximum annual assessment for Lots owned by Class A members of the Woodland Hills Homeowners Association is $486.00 and that this maximum assessment may be changed as provided in the Declaration. It is acknowledged that the lot described above shall be subject to the assessment lien set out in the Declaration that secures the payment of annual assessments.

D. Additional Restrictions. The lot is hereby impressed with the following additional Restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance, or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles by parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of day.

E. Governance of Restrictions. All Restrictions concerning the use, improvements, construction and maintenance the Lot shall be governed by the Woodland Hills Homeowners Association through its Architectural Control Committee.

Date: 11 January 1999

OWNERS:

Print Name Andrew R. Cohen

Print Name Mirna Cohen

Woodland Hills Homeowners Association, Inc.

By: Richard A. Watson

Print Name: Richard A. Watson Jr.

Its: Membership Director, Woodland Hills Homeowners Assoc.

Acknowledgments

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned, A Notary Public in and for said County and State, on this day personally appeared Andrew R and Mirna A Cohen, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she/he executed the same in her/his capacity as Homeowners of Woodland Hills Homeowners Association, Inc. and the act of said corporation and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of January, 1999.

BRYAN W. HILL
Notary Public, State of Texas
My Commission Expires
January 22, 2002

Bryan W. Hill
Notary Public in and for
The State of Texas

Seal:

D199115166
RICHARD & STEPHANIE WATSON
3410 BONDEN HILL LANE N
COLLEYVILLE TX 76034

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: RICHARD & STEPHANIE WATSON

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
199245979	DR2A	CAP	05/06/1999	09:40

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D199115166	WD	19990506	09:40	CK 6579

T O T A L : DOCUMENTS: 01 F E E S: 13.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986, and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, H. Everett & Sherry Lea Sugg owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 10, Block 12, Woodland Hills Addition, 2 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of Sept 16, 2001.

OWNER(S):

By: H. Everett Sugg

H. EVERETT SUGG
Print Name

By: Sherry L. Sugg

Sherry L. Sugg
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 16th day of September, 2001, by H. Everett Sugg and Sherry L. Sugg, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

BRYAN W. HILL
Notary Public, State of Texas
My Commission Expires
January 22, 2002

Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: D. O'Brien

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by Donna O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

JUDITH M. PEERLES
MY COMMISSION EXPIRES
August 30, 2001

Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

D201258120
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY STE 205
EULESS TX 76040 6610

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD BY	PRINTED DATE	TIME
202024504	DR93	MD	10/19/2001	10:07

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D201258120	WD	20011019	10:07	CK 1269

T O T A L : DOCUMENTS: 01 F E E S: 11.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

Supplemental Declaration to the Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, an Addition to the City of Colleyville, Tarrant County, Texas.

WHEREAS, Southcreek, Inc. a Texas Corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said Records on October 19, 1987 (the Declaration), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, JOHNNY J. AND GLENDA C. DePUMA owns certain property in the Villages of Woodland Hills and desires to add such property to the declaration and to subject the property to the jurisdiction of the Woodland Hills Homeowners Association, Inc.; and

WHEREAS, the Woodland Hills Homeowners Association, Inc. by the affirmative approval of its Board of Directors, approved the addition of any of the lots within the Villages of Woodland Hills to those properties subject to the Declaration and approved the subjection of the additional property to the jurisdiction of the Woodland Hills Homeowners Association, Inc.;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 14, Block 15, Woodland Hills Addition, SECOND Filing, to the City of Colleyville, Tarrant County, Texas is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Woodland Hills Homeowners Association, Inc., and all easements, covenants, restrictions and charges set out in the Declaration shall run with the property and shall be binding on all parties having or acquiring any, right, title of interest in such property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. MANDATORY MEMBERSHIP. Every person or entity who is a Record owner of a fee or undivided fee interest in said Lot, including contract sellers ("Owner"), shall be a mandatory Class A member of the Woodland Hills Homeowners Association, Inc. and, by acceptance of the Deed for said Lot, whether or not it shall be expressed in the deed therefore, agrees to abide and be bound by

the Articles of Incorporation, Bylaws, Rules and Regulations and Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot in Woodland Heights which is subject to assessment by Woodland Hills Homeowners Association.

C. Current Annual Assessment. It is acknowledged that the $486. maximum annual assessment for Lots owned by Class A members of the Woodland Hills Homeowners Association is $486. and that this maximum assessment may be changed as provided in the Declaration. It is acknowledged that the lot described above shall be subject to the assessment lien set out in the Declaration that secures the payment of annual assessments.

D. Additional Restrictions. The lot is hereby impressed with the following additional Restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance, or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles by parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of day.

E. Governance of Restrictions. All Restrictions concerning the use, improvements, construction and maintenance the Lot shall be governed by the Woodland Hills Homeowners Association through its Architectural Control Committee.

Date: MAY 20, 1998

OWNERS: John DePuma
JOHNNY J. DePUMA
Print Name

Brenda L. DePuma
GLENDA L. DePUMA
Print Name

Woodland Hills Homeowners Association, Inc:

By: Dennis A. Parson, President

Print Name: DENNIS A. PIERSON, PRESIDENT

Its:

Acknowledgments

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned, A Notary Public in and for said County and State, on this day personally appeared John & Glenda DePuma, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she/he executed the same in her/his capacity as Mandatory Members of Woodland Hills Homeowners Association, Inc. and the act of said corporation and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20 day of May, 1998.

REBECCA A. OWNBY
Notary Public
STATE OF TEXAS
My Comm. Exp. 04/17/2000

Rebecca A. Ownby
Notary Public in and for
The State of Texas

Seal:

D198208407
WOODLAND HILLS HOMEOWNERS ASSN
3410 BOWDEN HILL LANE N
COLLEYVILLE TX 76034 4963

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS ASSN

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
198345747	DR91	T024230	09/10/98	09:11

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D198208407	WD	980910	09:11	CK 6315

T O T A L : DOCUMENTS: 01 F E E S: 13.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

UNOFFICIAL DOCUMENT

15
WD

Supplemental Declaration to the Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, an Addition to the City of Colleyville, Tarrant County, Texas.

WHEREAS, Southcreek, Inc. a Texas Corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said Records on October 19, 1987 (the Declaration), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Davy Joel + Pamela Ann Lenoman owns certain property in the Villages of Woodland Hills and desires to add such property to the declaration and to subject the property to the jurisdiction of the Woodland Hills Homeowners Association, Inc.; and

WHEREAS, the Woodland Hills Homeowners Association, Inc. by the affirmative approval of its Board of Directors, approved the addition of any of the lots within the Villages of Woodland Hills to those properties subject to the Declaration and approved the subjection of the additional property to the jurisdiction of the Woodland Hills Homeowners Association, Inc.;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 84, Block 6, Woodland Hills Addition, 2nd Filing, to the City of Colleyville, Tarrant County, Texas is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Woodland Hills Homeowners Association, Inc., and all easements, covenants, restrictions and charges set out in the Declaration shall run with the property and shall be binding on all parties having or acquiring any, right, title of interest in such property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. MANDATORY MEMBERSHIP. Every person or entity who is a Record owner of a fee or undivided fee interest in said Lot, including contract sellers ("Owner"), shall be a mandatory Class A member of the Woodland Hills Homeowners Association, Inc. and, by acceptance of the Deed for said Lot, whether or not it shall be expressed in the deed therefore, agrees to abide and be bound by

the Articles of Incorporation, Bylaws, Rules and Regulations and Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot in Woodland Heights which is subject to assessment by Woodland Hills Homeowners Association.

C. Current Annual Assessment. It is acknowledged that the 1995 maximum annual assessment for Lots owned by Class A members of the Woodland Hills Homeowners Association is 243.00 and that this maximum assessment may be changed as provided in the Declaration. It is acknowledged that the lot described above shall be subject to the assessment lien set out in the Declaration that secures the payment of annual assessments.

D. Additional Restrictions. The lot is hereby impressed with the following additional Restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance, or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles by parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of day.

E. Governance of Restrictions. All Restrictions concerning the use, improvements, construction and maintenance the Lot shall be governed by the Woodland Hills Homeowners Association through its Architectural Control Committee.

Date: 3-9-99

OWNERS:

Pamela A Lemmon

Print Name PAMELA A LEMMON

Joel Lemmon

Print Name Joel Lemmon

Woodland Hills Homeowners
Association, Inc.

By: Richard A Watson Jr

Print Name: RICHARD A. WATSON, JR.

Its: Membership Director

Acknowledgments

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned, A Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she/he executed the same in her/his capacity as _____ _____ of Woodland Hills Homeowners Association, Inc. and the act of said corporation and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 199____.

_____
Notary Public in and for
The State of Texas

Seal:

STATE OF TEXAS

County of TARRANT

Before me, the undersigned, on this day personally appeared Pamela Ann Lenamon & Danny Earl Lenamon known to me (or proved to me on the oath of _____, or through Picture ID) to be the person(s) whose name(s) _____ subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9th day of March, 1999.

(Seal)

Deborah A. Williamson
Notary Public

DEBORAH A. WILLIAMSON
Notary Public, State of Texas
My Commission Expires
[illegible]-23-99

Unofficial Document

D199115167
RICHARD & STEPHANIE WATSON
3410 BOWDEN HILL LANE N
COLLEYVILLE TX 76034

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: RICHARD & STEPHANIE WATSON

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
199245980	DR2A	CAP	05/06/1999	09:40

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D199115167	WD	19990506	09:40	CK 6579

T O T A L : DOCUMENTS: 01 F E E S: 15.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Unofficial Document

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Kaptuk Kim owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

2nd A. Property Added. Lot 102R, Block 16, Woodland Hills Addition, Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of October 4, 2001.

OWNER(S):

By: _____

Kap Tak Kim

Print Name

By: _____

Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 4 day of October, 2001, by Kaptak Kim and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

LYNDA W BABER
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-09-2003

Lynda W. Baber
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: _____

Dana M. O'Brien

Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by Dana O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

JUDITH M. PEEBLES
MY COMMISSION EXPIRES
August 12, 2003

Judith M. Peebles
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

D201258098
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY STE 205
EULESS TX 76040 6610

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
202024482	DE93	MD	10/19/2001	10:06

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D201258098	WD	20011019	10:06	CK 1269

T O T A L : DOCUMENTS: 01 F E E S: 11.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Donald J. + Adele H. Young owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 16, Block 12, Woodland Hills Addition, 2nd Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles, and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of September 30, 2001.

OWNER(S):

By: _____

Donald J. Young
Print Name

By: _____

Adele H. Young
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 30th day of September, 2001, by Donald J. Young and Adele H. Young, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

CAROL L. JOHNSON
NOTARY PUBLIC
MY COMMISSION EXPIRES
May 9, 2004

Carol L. Johnson
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: _____

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by Donna M. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

JUDITH M. PEEBLES
NOTARY PUBLIC
MY COMMISSION EXPIRES
August 12, 2005

Judith M. Peebles
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6510

D201258128
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY STE 205
EULESS TX 76040 6610

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
202024512	D093	MD	10/19/2001	10:07

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D201258128	WD	20011019	10:07	CK 1269

T O T A L : DOCUMENTS: 01 F E E S: 11.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

WHEREAS, Southcreek, Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said Records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Otis F. Bryan & Glenna L. Bryan Trustees Otis F. Bryan & Glenna L. Bryan Joint Revocable Living Trust dtd March 20, 1996 owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 19, Block 12, Woodland Hills Addition, 2nd Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person or entity who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws, Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of the Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2000 for lots owned by Class A members of the Association is $ 486.00 , and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if the same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of 19th June, 2000

OWNER(S):

Otis F. Bryan Jr

Otis F. Bryan Jr
Print Name

Glenna Bryan

Glenna Bryan
Print Name

UNOFFICIAL COPY

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: Richard A. Watson Jr.

RICHARD A. WATSON, Jr.
Print Name

Its: President

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 19 day of June, 2000, by Otis F. Bryan and Glenna R. Bryan, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

TIMOTHY A. DENHAM
NOTARY PUBLIC
STATE OF TEXAS
Comm. Exp. 02-17-04

Timothy A. Denham
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 14th day of June, 2000, by Richard Watson, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

BRYAN W. HILL
Notary Public, State of Texas
Commission Expires
January 22, 2002

Bryan W. Hill
Notary Public, State of Texas

D200152180
WOODLAND HILLS HOMEOWNER ASSOC
350 WESTPARK WAY #205
EULESS TX 76040

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNER ASSO

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
200289530	DR96	N C	07/12/2000	09:55

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D200152180	WD	20000712	09:55	CK 1083

T O T A L : DOCUMENTS: 01 F E E S: 13.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

FILED
TARRANT COUNTY
2001 JUL 13 A 10:59

SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODLAND HILLS HOMEOWNERS ASSOCIATION, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

WHEREAS, Southcreek, Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said Records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Donald G. and Monte M. Rouze owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 2-A, Block 12, Woodland Hills Addition, 2nd Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person or entity who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws, Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of the Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2000 for lots owned by Class A members of the Association is $ 486.00 and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if the same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of July 3, 2000

OWNER(S):

Donald G. Rouze

Print Name

Montie A. Rouze

Print Name

ORIGINAL

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: Richard A Watson Jr

RICHARD A WATSON JR
Print Name

Its: President

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 3 day of July, 2000, by Mattie Rouze and Donald Rouze, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

TIMOTHY A. DENHAM
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 02-17-04

Timothy A. Denham
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 23rd day of May, 2001, by Richard Watson, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

BRYAN W. HILL
Notary Public, State of Texas
My Commission Expires
January 22, 2002
Notary Seal

Notary Public, State of Texas

D200156995
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY #205
EULESS TX 76040

UNOFFICIAL DOCUMENT

W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD BY	PRINTED DATE	TIME
200295804	DR91	CAP	07/18/2000	10:47

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D200156995	WD	20000718	10:47	CK 1093

T O T A L : DOCUMENTS: 01 F E E S: 13.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
2001 NOV 16 AM
SUZANNE HENDERSON
COUNTY CLERK

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association") which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 333 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Willie H. Whitehead and Melva Y. Whitehead owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 20, Block 3, Woodland Hills Addition, 3 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of 22nd of August, 2001.

OWNER(S):

By: Willie H. Whitehead

Willie H. Whitehead
Print Name

By: Melva Y. Whitehead

Melva Y. Whitehead
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 22 day of August, 2001, by Willie H. Whitehead and Melva Y. Whitehead, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

LYNDA W BABER
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-09-2003

Lynda W. Baber
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: Donna M. O'Brien

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 16th day of November, 2001, by Donna M. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

Notary Seal

JUDITH M. PEEBLES
MY COMMISSION EXPIRES
March 12, 2006

Judith M. Peebles
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

D201284119
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY #205
EULESS TX 76040 6610

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D - T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
202056916	DR2A	LW	11/19/2001	07:29

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D201284119	WD	20011119	07:29	CK 1284

T O T A L : DOCUMENTS: 01 F E E S: 11.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

13

FILED
TARRANT COUNTY, TEXAS
2000 JUN 14 AM 10:55
SUZANNE HENDERSON
COUNTY CLERK
BY

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

WHEREAS, Southcreek, Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said Records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Larry + Vicki McWilliams owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 21, Block 8, Woodland Hills Addition, 3rd Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person or entity who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws, Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of the Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2000 for lots owned by Class A members of the Association is $ 486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if the same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of June 6 2000.

OWNER(S):

Larry D. McWilliams

Larry D. McWilliams
Print Name

Vicki G. McWilliams

Vicki G. McWilliams
Print Name

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: Richard A. Watson, Jr.

Richard A. Watson, Jr.
Print Name

Its: President

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 6 day of June, 2000, by Larry McWilliams and Vicki McWilliams, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

DAVID S BABER
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-09-2003

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 23rd day of May, 2000, by Richard Watson, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

BRYAN W. HILL
Notary Public, State of Texas
My Commission Expires
January 22, 2002

[Notary Seal]

Notary Public, State of Texas

D200128487
WOODLAND HILLS HOMEOWNERS ASSO
350 WESTPARK WAY #205
EULESS TX 76040

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS ASSO

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
200259283	DR96	N.C.	06/14/2000	10:07

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D200128487	WD	20000614	10:07	CK 1068

T O T A L : DOCUMENTS: 01 F E E S: 13.00

BY: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, James B. and Kyle H Phillips owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 1, Block 10, Woodland Hills Addition, 3 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of September 14TH, 2001.

OWNER(S):

By: James B. Phillips

James B. Phillips
Print Name

By: Kyle H. Phillips

Kyle H. Phillips
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 14TH day of September, 2001 by James B. Phillips and Kyle H. Phillips, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

DAVID W. CARLILE
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
NOVEMBER 22, 2004

David W. Carlile
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: D. Obrien

Dana H. Obrien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by Donna H. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

SEAL
JUDITH M. PEEBLES
MY COMMISSION EXPIRES
August 12, 2005

Judith M. Peebles
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

D201258107
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY STE 205
EULESS TX 76040 6610

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
202024491	DR93	MD	10/19/2001	10:06

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D201258107	WD	20011019	10:06	CK 1269

T O T A L : DOCUMENTS: 01 F E E S: 11.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Unofficial Document

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
2001 NOV 19 PM 1:11
SUZANNE HENDERSON
COUNTY CLERK
BY

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Samuel G. Lett, III and wife, Karen W. Lett owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 25, Block 8, Woodland Hills Addition, 3 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles, and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of November 11, 2001.

OWNER(S):

By: Samuel B. Lett III

Samuel B. Lett, III
Print Name

By: Karen W. Lett

Karen W. Lett
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 11th day of November, 2001, by Samuel B. Lett III and Karen W. Lett, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

CAROL L. JOHNSON
Notary Public, State of Texas
My Commission Expires
May 9, 2004

Carol L. Johnson
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: D. O'Brien

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 11th day of November, 2001, by Donna M. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

JUDITH M. PEEBLES
Notary Public, State of Texas
My Commission Expires
August 10, 2005

Judith M. Peebles
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

THIS DOCUMENT IS UNCLEAR IN THE RETURN ADDRESS. THE RETURN ADDRESS WAS OBTAINED FROM: (ENVELOPE) (CHECK) (FILE SLIP) (COVER LETTER) (SUBMITTER) (OTHER) _____

UNCLASSIFIED

D201284120
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY #205
EULESS TX 76040 6610

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
202056917	DRZA	LW	11/19/2001	07:29

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D201284120	WD	20011119	07:29	CK 1284

T O T A L : DOCUMENTS: 01 F E E S: 11.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 6594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Shawn Babb owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 7, Block 10, Woodland Hills Addition, 3 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of September 20, 2001.

OWNER(S):

By: Sheron Babb

Sheron Babb
Print Name

By: _____

_____
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 20 day of September, 2001, by Sheron Babb and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

DAVID S BABER
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-09-2003
Notary Seal

Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: _____

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 8th day of October, 2001, by Donna M. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

JUDITH M. PEEBLES
MY COMMISSION EXPIRES
August 19, 2003
Notary Seal

Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

D201258087
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY STE 205
EULESS TX 76040 6610

-W A R N I N G THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD BY	PRINTED DATE	TIME
202024470	D293	MD	10/19/2001	10:05

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D201258087	WD	20011019	10:05	CK 1269

T O T A L : DOCUMENTS: 01 F E E S: 11.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986, and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, John & Angelic Szysh owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added: Lot 14, Block 10, Woodland Hills Addition, 3rd Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of September 23, 2001

OWNER(S):

By: _____

John A. Szych
Print Name

By: Angelia Szych

Angelia Szych
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 23rd day of September, 2001, by John Szych and Angelia Szych known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

BRYAN W. HILL
Notary Public, State of Texas
My Commission Expires
January 22, 2002
Notary Seal

_____
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: _____

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by Donna M. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

JUDITH M. PEEBLES
MY COMMISSION EXPIRES
August 10, 2006
Notary Seal

_____
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

D201258121
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY STE 205
EULESS TX 76040 6610

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D - T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
202024505	DR93	MD	10/19/2001	10:07

	INSTRUMENT	RECD	INDEXED	TIME	
1	D201258121	WD	20011019	10:07	CK 1269

T O T A L : DOCUMENTS: 01 F E E S: 11.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
2001 NOV 16
SUSANNE HENDERSON
COUNTY CLERK

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 593 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, George and Vivian Chou owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 18, Block 8, Woodland Hills Addition, 3 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of November 14, 2001.

OWNER(S):

By: _____

GOU-FAH. GEORGE CHOU

Print Name

By: _____

Yuan Su-Shan Chou

Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 14 day of November, 200__, by Gou-Fah George Chou and Yuan Su-Shan Chou, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

Notary Seal: CAROL L. JOHNSON MY COMMISSION EXPIRES May 9, 2004

_____
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: _____

Donna M. O'Brien

Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 14 day of November, 2001, by Donna M. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

Notary Seal: JUDITH M. PEEBLES MY COMMISSION EXPIRES March 16, 2005

_____
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

D201284118
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY #205
EULESS TX 76040 6610

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
202056915	DR2A	TW	11/19/2001	07:29

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D201284118	WD	20011119	07:29	CK 1284

T O T A L : DOCUMENTS: 01 F E E S: 11.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

Supplemental Declaration to the Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, an Addition to the City of Colleyville, Tarrant County, Texas.

WHEREAS, Southcreek, Inc. a Texas Corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said Records on October 19, 1987 (the Declaration), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Chris and Maria Rospenda owns certain property in the Villages of Woodland Hills and desires to add such property to the declaration and to subject the property to the jurisdiction of the Woodland Hills Homeowners Association, Inc.; and

WHEREAS, the Woodland Hills Homeowners Association, Inc. by the affirmative approval of its Board of Directors, approved the addition of any of the lots within the Villages of Woodland Hills to those properties subject to the Declaration and approved the subjection of the additional property to the jurisdiction of the Woodland Hills Homeowners Association, Inc.;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 112, Block 6, Woodland Hills Addition, 6th Filing, to the City of Colleyville, Tarrant County, Texas is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Woodland Hills Homeowners Association, Inc., and all easements, covenants, restrictions and charges set out in the Declaration shall run with the property and shall be binding on all parties having or acquiring any right, title of interest in such property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. MANDATORY MEMBERSHIP. Every person or entity who is a Record owner of a fee or undivided fee interest in said Lot, including contract sellers ("Owner"), shall be a mandatory Class A member of the Woodland Hills Homeowners Association, Inc. and, by acceptance of the Deed for said Lot, whether or not it shall be expressed in the deed therefore, agrees to abide and be bound by

the Articles of Incorporation, Bylaws, Rules and Regulations and Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot in Woodland Heights which is subject to assessment by Woodland Hills Homeowners Association.

C. Current Annual Assessment. It is acknowledged that the 1998 maximum annual assessment for Lots owned by Class A members of the Woodland Hills Homeowners Association is $496.00 and that this maximum assessment may be changed as provided in the Declaration. It is acknowledged that the lot described above shall be subject to the assessment lien set out in the Declaration that secures the payment of annual assessments.

D. Additional Restrictions. The lot is hereby impressed with the following additional Restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance, or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles by parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of day.

E. Governance of Restrictions. All Restrictions concerning the use, improvements, construction and maintenance the Lot shall be governed by the Woodland Hills Homeowners Association through its Architectural Control Committee.

Date: 8-21-98

OWNERS:

Chris Rospenda

Print Name CHRIS ROSPENDA

Maria Rospenda

Print Name MARIA ROSPENDA

Woodland Hills Homeowners Association, Inc.

By: Richard A. Watson Jr.

Print Name: RICHARD A. WATSON JR.

Its: Membership Director

Acknowledgments

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned, A Notary Public in and for said County and State, on this day personally appeared Chris & Maria Rospenda, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she/he executed the same in her/his capacity as MEMBERS of Woodland Hills Homeowners Association, Inc. and the act of said corporation and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2ND day of September, 1998.

PENNY C. SCHLUNT
MY COMMISSION EXPIRES
February 28, 2002

Penny C. Schlunt
Notary Public in and for
The State of Texas

Seal:

D198208409
WOODLAND HILLS HOMEOWNERS ASSN
3410 BOWDEN HILL LANE N
COLLEYVILLE TX 76034 4963

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D - T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS ASSN

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
198345749	DR91	T024230	09/10/98	09:11

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D198208409	WD	980910	09:11	CK 6315

T O T A L : DOCUMENTS: 01 F E E S: 13.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcrest Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by Filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Walter N. and Cynthia Shepard owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 117, Block 6, Woodland Hills Addition, 6th Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of Sept 18, 2001.

OWNER(S):

By: _____

Winston Shepard
Print Name

By: Cynthia Shepard

Cynthia Shepard
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18 day of September, 2001, by Cynthia Shepard and Walter Shepard, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

[Notary Seal]

CHICA TICE
MY COMMISSION EXPIRES
May 2, 2002

Chica Tice
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: _____

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by Donna M. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

Seal JUDITH M. PEEBLES
MY COMMISSION EXPIRES
August 10, 2003

Judith M. Peebles
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

D201258113
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY STE 205
EULESS TX 76040 6610

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D - T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
202024497	DR93	MD	10/19/2001	10:07

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D201258113	WD	20011019	10:07	CK 1269

T O T A L : DOCUMENTS: 01 F E E S: 11.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

B/D

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

WHEREAS, Southcreek, Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said Records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Patrick and Misty Jones owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot K, Block 14, Woodland Hills Addition, 6th Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person or entity who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws, Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of the Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2000 for lots owned by Class A members of the Association is $ 486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if the same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of x 2-29, 00

OWNER(S):

x [signature]

x Patrick Jones
Print Name

x Misty Jones

x Misty Jones
Print Name

Unofficial Document

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: Richard A. Watson Jr

RICHARD A. WATSON, Jr
Print Name

Its: President

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 29 day of February, 2000, by PATRICK JONES and MISTY JONES, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

GEORGIA COOK
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-19-2000

Notary Seal

Georgia Cook
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 3rd day of March, 2000, by RICHARD A. WATSON, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

BRYAN W. HILL
Notary Public, State of Texas
My Commission Expires
January 22, 2002

Notary Seal

Bryan W. Hill
Notary Public, State of Texas

THIS DOCUMENT IS UNCLEAR IN THE RETURN ADDRESS. THE RETURN ADDRESS WAS OBTAINED FROM: (ENVELOPE) (CHECK) (FILE SLIP) (COVER LETTER) (SUBMITTER) (OTHER) _____

D200053959
WOODLAND HILLS HOMEOWNERS ASSO
350 WESTPARK WAY #205
EULESS TX 76040

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D - T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS ASSO

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
200162284	DR2A	LW	03/15/2000	11:15

	INSTRUMENT	FEEDD	INDEXED	TIME	
1	D200053959	WD	20000315	11:15	CK 1019

T O T A L : DOCUMENTS: 01 F E E S: 13.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

Wallace 3304 Longley Hill

Woodland Hills LAN 3304

Supplemental Declaration to the Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, an Addition to the City of Colleyville, Tarrant County, Texas.

THIS SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS AND RESTRICTIONS IS BEING REFILED FOR THE PURPOSE OF CORRECTING AN ERROR IN THE LEGAL DESCRIPTION.

WHEREAS, Southcreek, Inc. a Texas Corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said Records on October 19, 1987 (the Declaration), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, John and Charlene Wallace owns certain property in the Villages of Woodland Hills and desires to add such property to the declaration and to subject the property to the jurisdiction of the Woodland Hills Homeowners Association, Inc.; and

WHEREAS, the Woodland Hills Homeowners Association, Inc. by the affirmative approval of its Board of Directors, approved the addition of any of the lots within the Villages of Woodland Hills to those properties subject to the Declaration and approved the subjection of the additional property to the jurisdiction of the Woodland Hills Homeowners Association, Inc.;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 16, Block 14, Woodland Hills Addition, Sixth Filing, to the City of Colleyville, Tarrant County, Texas is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Woodland Hills Homeowners Association, Inc., and all easements, covenants, restrictions and charges set out in the Declaration shall run with the property and shall be binding on all parties having or acquiring any, right, title of interest in such property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. MANDATORY MEMBERSHIP. Every person or entity who is a Record owner of a fee or undivided fee interest in said Lot, including contract sellers ("Owner"), shall be a mandatory Class A member of the Woodland Hills Homeowners Association, Inc. and, by acceptance of the Deed for said Lot, whether or not it shall be expressed in the deed therefore, agrees to abide and be bound by

the Articles of Incorporation, Bylaws, Rules and Regulations and Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot in Woodland Heights which is subject to assessment by Woodland Hills Homeowners Association.

C. Current Annual Assessment. It is acknowledged that the 1999 maximum annual assessment for Lots owned by Class A members of the Woodland Hills Homeowners Association is $486.00 and that this maximum assessment may be changed as provided in the Declaration. It is acknowledged that the lot described above shall be subject to the assessment lien set out in the Declaration that secures the payment of annual assessments.

D. Additional Restrictions. The lot is hereby impressed with the following additional Restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance, or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles by parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of day.

E. Governance of Restrictions. All Restrictions concerning the use, improvements, construction and maintenance the lot shall be governed by the Woodland Hills Homeowners Association through its Architectural Control Committee.

Date: May 1, 1999

OWNERS:

John D. Wallace

Print Name John D. Wallace

Charlene S. Wallace

Print Name Charlene S. Wallace

Woodland Hills Homeowners Association, Inc.

By: Richard A. Watson Jr.

Print Name: Richard A. Watson, Jr.

Its: Membership Director

Acknowledgments

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned, A Notary Public in and for said County and State, on this day personally appeared John & Charlene Wallace, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she/he executed the same in her/his capacity as members of Woodland Hills Homeowners Association, Inc. and the act of said corporation and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of May, 1999.

BRYAN W. HILL
Notary Public, State of Texas
My Commission Expires
January 22, 2002

Notary Public in and for
The State of Texas

Seal:

D199115164
RICHARD & STEPHANIE WATSON
3410 BOWDEN HILL LANE N
COLLEYVILLE TX 76034

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: RICHARD & STEPHANIE WATSON

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
199245977	DR2A	CAP	05/06/1999	09:40

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D199115164	WD	19990506	09:40	CK 6579

T O T A L : DOCUMENTS: 01 F E E S: 13.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

UNOFFICIAL DOCUMENT

D200152177
WOODLAND HILLS HOMEOWNER ASSOC
350 WESTPARK WAY #205
EULESS, TX 76040

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNER ASSO

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
200289527	DR96	N C	07/12/2000	09:55

	INSTRUMENT	FEECD		INDEXED	TIME	
1	D200152177	WD		20000712	09:55	CK 1082

T O T A L : DOCUMENTS: 01 F E E S: 15.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Paul & Vickie Vinson owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 17, Block 14, Woodland Hills Addition, 10 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $686.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of September 23, 2001.

OWNER(S):

By: Vickie Vinson

Vickie Vinson
Print Name

By: Paul Vinson

Paul Vinson
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 23rd day of September, 2001 by Vickie Vinson and Paul Vinson, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

BRYAN W. HILL
Notary Public, State of Texas
My Commission Expires
January 22, 2002

Bryan Hill
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: D. O'Brien

Donna M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by Donna M. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

JUDITH M. PEEBLES
My Commission Expires
August 10, 2005

Judith M. Peebles
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

D201258123
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY STE 205
EULESS TX 76040 6610

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
202024507	DR93	MD	10/19/2001	10:07

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D201258123	WD	20011019	10:07	CK 1269

T O T A L : DOCUMENTS: 01 F E E S: 11.00

B Y: _____ _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

13

Supplemental Declaration to the Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, an Addition to the City of Colleyville, Tarrant County, Texas.

WHEREAS, Southcreek, Inc. a Texas Corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said Records on October 19, 1987 (the Declaration), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Joe Schaffer & Khandra Schaffer owns certain property in the Villages of Woodland Hills and desires to add such property to the declaration and to subject the property to the jurisdiction of the Woodland Hills Homeowners Association, Inc.; and

WHEREAS, the Woodland Hills Homeowners Association, Inc. by the affirmative approval of its Board of Directors, approved the addition of any of the lots within the Villages of Woodland Hills to those properties subject to the Declaration and approved the subjection of the additional property to the jurisdiction of the Woodland Hills Homeowners Association, Inc.;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 18, Block 14, Woodland Hills Addition, 6th Filing, to the City of Colleyville, Tarrant County, Texas is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Woodland Hills Homeowners Association, Inc., and all easements, covenants, restrictions and charges set out in the Declaration shall run with the property and shall be binding on all parties having or acquiring any, right, title of interest in such property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. MANDATORY MEMBERSHIP. Every person or entity who is a Record owner of a fee or undivided fee interest in said Lot, including contract sellers ("Owner"), shall be a mandatory Class A member of the Woodland Hills Homeowners Association, Inc. and, by acceptance of the Deed for said Lot, whether or not it shall be expressed in the deed therefore, agrees to abide and be bound by

the Articles of Incorporation, Bylaws, Rules and Regulations and Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot in Woodland Heights which is subject to assessment by Woodland Hills Homeowners Association.

C. Current Annual Assessment. It is acknowledged that the 1999 maximum annual assessment for Lots owned by Class A members of the Woodland Hills Homeowners Association is 1486.00 and that this maximum assessment may be changed as provided in the Declaration. It is acknowledged that the lot described above shall be subject to the assessment lien set out in the Declaration that secures the payment of annual assessments.

D. Additional Restrictions. The lot is hereby impressed with the following additional Restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance, or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles by parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of day.

E. Governance of Restrictions. All Restrictions concerning the use, improvements, construction and maintenance the Lot shall be governed by the Woodland Hills Homeowners Association through its Architectural Control Committee.

Date: 3 MAY 1999

OWNERS: Khandra Shaffer

Print Name

Joe E. Shaffer

Print Name

Woodland Hills Homeowners
Association, Inc.

By: Richard A. Watson

Print Name: Richard A. WATSON, Jr.

Its: Membership Director

Acknowledgments

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned, A Notary Public in and for said County and State, on this day personally appeared Joe E. Khandra Shaffer, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she/he executed the same in her/his capacity as members of Woodland Hills Homeowners Association, Inc. and the act of said corporation and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of May, 1999.

BRYAN W. HILL
Notary Public, State of Texas
My Commission Expires
January 22, 2002

Notary Public in and for
The State of Texas

Seal:

D199115165
RICHARD & STEPHANIE WATSON
3410 BOWDEN HILL LANE N
COLLEYVILLE TX 76034

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: RICHARD & STEPHANIE WATSON

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
199245978	DR2A	CAP	05/06/1999	09:40

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D199115165	WD	19990506	09:40	CK 6579

T O T A L : DOCUMENTS: 01 F E E S: 13.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

Supplemental Declaration to the Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, an Addition to the City of Colleyville, Tarrant County, Texas.

WHEREAS, Southcreek, Inc. a Texas Corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said Records on October 19, 1987 (the Declaration), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, BARBARA CLEMENS owns certain property in the Villages of Woodland Hills and desires to add such property to the declaration and to subject the property to the jurisdiction of the Woodland Hills Homeowners Association, Inc.; and

WHEREAS, the Woodland Hills Homeowners Association, Inc. by the affirmative approval of its Board of Directors, approved the addition of any of the lots within the Villages of Woodland Hills to those properties subject to the Declaration and approved the subjection of the additional property to the jurisdiction of the Woodland Hills Homeowners Association, Inc.;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 26, Block 15, Woodland Hills Addition, Sixth Filing, to the City of Colleyville, Tarrant County, Texas is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Woodland Hills Homeowners Association, Inc., and all easements, covenants, restrictions and charges set out in the Declaration shall run with the property and shall be binding on all parties having or acquiring any, right, title of interest in such property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. MANDATORY MEMBERSHIP. Every person or entity who is a Record owner of a fee or undivided fee interest in said Lot, including contract sellers ("Owner"), shall be a mandatory Class A member of the Woodland Hills Homeowners Association, Inc. and, by acceptance of the Deed for said Lot, whether or not it shall be expressed in the deed therefore, agrees to abide and be bound by

the Articles of Incorporation, Bylaws, Rules and Regulations and Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot in Woodland Heights which is subject to assessment by Woodland Hills Homeowners Association.

C. Current Annual Assessment. It is acknowledged that the 1999 maximum annual assessment for Lots owned by Class A members of the Woodland Hills Homeowners Association is $496.00 and that this maximum assessment may be changed as provided in the Declaration. It is acknowledged that the lot described above shall be subject to the assessment lien set out in the Declaration that secures the payment of annual assessments.

D. Additional Restrictions. The lot is hereby impressed with the following additional Restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance, or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles by parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of day.

E. Governance of Restrictions. All Restrictions concerning the use, improvements, construction and maintenance the Lot shall be governed by the Woodland Hills Homeowners Association through its Architectural Control Committee.

Date: 5-21-98

OWNERS:

Barbara Clemens

Print Name BARBARA CLEMENS

Print Name

Woodland Hills Homeowners Association, Inc.

By: Dennis A. Pierson, President

Print Name: DENNIS A. PIERSON

Its:

Acknowledgments

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned, A Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she/~~he~~ executed the same in her/~~his~~ capacity as _____ of Woodland Hills Homeowners Association, Inc. and the act of said corporation and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 199____.

Notary Public in and for
The State of Texas

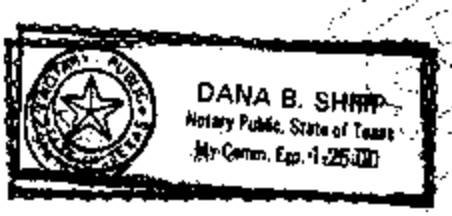
Seal:

Acknowledgments

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned, A Notary Public in and for said County and State, on this day personally appeared BARBARA CLEMENS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she/~~he~~ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of May, 1998.



Dana B. Shipp
Notary Public in and for
The State of Texas

Seal:

UNOFFICIAL DOCUMENT

D198208406
WOODLAND HILLS HOMEOWNERS ASSN
3410 BOWDEN HILL LANE N
CODLEYVILLE TX 76034 4963

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS ASSN

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
198345746	DR91	T024230	09/10/98	09:11

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D198208406	WD	980910	09:11	CK 6315

T O T A L : DOCUMENTS: 01 F E E S: 15.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Unofficial Document

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southercrek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Terry + Ruth Washburn owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 7, Block 18, Woodland Hills Addition, 6 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of September 28, 2001.

OWNER(S):

By: Terry Washburn

Terry Washburn
Print Name

By: Ruth Washburn

Ruth Washburn
Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 28 day of September 2001 by Terry and Ruth Washburn, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

CANDICE J. MARLAR
Notary Public, State of Texas
My Commission Expires
September 14, 2004

Candice J. Marlar
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: D. O'Brien

Dana M. O'Brien
Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by Dana M. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

SARAH M. PEEBLES
MY COMMISSION EXPIRES
August 10, 2002

Sarah M. Peebles
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

D201258125
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY STE 205
EULESS TX 76040 6610

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
202024509	DR93	MD	10/19/2001	10:07

	INSTRUMENT	RECD	INDEXED	TIME	
1	D201258125	WD	20011019	10:07	CK 1269

T O T A L : DOCUMENTS: 01 F E E S: 11.00

5

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

WHEREAS, Southcreek Inc., a Texas corporation, executed a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association (the "Association"), which has been recorded in Volume 8594, page 2326 of the Deed Records of Tarrant County, Texas on June 27, 1986 and which was amended by filings recorded in Volume 8698, page 533 of said Records on September 27, 1986, and in Volume 9097, page 1247 of said records on October 19, 1987 (the "Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration; and

WHEREAS, Robert and Susan Moore owns certain property in the Villages of Woodland Hills and desires to add such property to the Declaration and to subject the property to the jurisdiction of the Association; and

WHEREAS, the Association, by the affirmative approval of its Board of Directors, approved the addition of any lots within the Villages of Woodland Hills to those properties subject to the Declaration, and approved the subjection of additional property to the jurisdiction of the Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A. Property Added. Lot 17, Block 18, Woodland Hills Addition, 16 Filing, to the City of Colleyville, Tarrant County, Texas (the "Property") is hereby declared to be subject to the Declaration described above, and to the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and all easements, covenants, restrictions and charges set out in the Declaration shall run with said Property and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to said Declaration.

B. Mandatory Membership in the Association. Every person who is a record owner of a fee or undivided interest in said Property, including contract sellers (an "Owner"), shall be a mandatory Class A member of the Association, and by acceptance of the deed for said Property, whether or not it shall be expressed in said deed, agrees to abide and be bound by the Articles of Incorporation, Bylaws and Rules and Regulations and Declaration of Covenants and Restrictions of the Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of Property in the Villages of Woodland Hills subject to assessment by the Association.

C. Current Annual Assessment. It is acknowledged that the annual assessment for the year 2001 for lots owned by Class A members of the Association is $486.00, and that such assessment may be changed as provided in the Declaration. It is acknowledged that the Property described above shall be subject to the assessment lien set out in the Declaration which secures the payment of annual assessments.

D. Additional Restrictions. The Property is hereby impressed with the following additional restriction, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said Property or any part thereof, and shall inure to the benefit of each owner of property subject to the Declaration:

> Keeping Vehicles on Property. The installation, maintenance or storage of mobile, manufactured or modular homes, with or without wheels, on the lot is expressly prohibited. Motor boats, house boats or sail boats, and similar water-borne vehicles and travel trailers may be maintained, stored or kept on the lot only if same are completely enclosed within a structure or enclosure which has been approved for such purpose by the Architectural Control Committee. All vehicles belonging to lot owners, their family members, guests, invitees or lessees must be parked overnight in the owner's driveway or garage. In no case may such vehicles be parked overnight on the streets of the subdivision. In no case may such vehicles be parked within the improved yard of the lot at any time of the day.

E. Governance of Restrictions. All restrictions concerning the use, improvements, construction or maintenance of the Property shall be governed by the Association through its Architectural Control Committee or other permitted means.

EXECUTED by the undersigned as of September 27, 2001.

OWNER(S):

By: _____

Robert Michael Moore

Print Name

By: _____

Susan T. Moore

Print Name

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 27 day of September, 2001 by Robert Michael Moore and Susan T. Moore, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed.

CAROL L. JOHNSON
Notary Public, State of Texas
My Commission Expires
May 8, 2004

Carol L. Johnson
Notary Public, State of Texas

WOODLAND HILLS HOMEOWNERS ASSOCIATION

By: _____

Donna M. O'Brien

Print Name

Its: President

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 18th day of October, 2001, by Donna M. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes therein expressed in his/her capacity as President of the Woodland Hills Homeowners Association as the act of said Association.

JUDITH M. PEEBLES
Notary Public
My Commission Expires
August 12, 2003

Judith M. Peebles
Notary Public, State of Texas

After recording, return to: Woodland Hills Homeowners Association
350 Westpark Way, Suite 205
Euless, TX 76040-6610

D201258101
WOODLAND HILLS HOMEOWNERS
350 WESTPARK WAY STE 205
EULESS TX 76040 6610

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T

T O: WOODLAND HILLS HOMEOWNERS

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
202024485	D293	MD	10/19/2001	10:06

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D201258101	WD	20011019	10:06	CK 1269

T O T A L : DOCUMENTS: 01 F E E S: 11.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Unofficial Document

88-3038 NEC

FIRST SUPPLEMENTAL
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WOODLAND HILLS ADDITION
TO THE CITY OF COLLEYVILLE, TEXAS

THIS FIRST SUPPLEMENTAL DECLARATION, made this 19th day of August, 1988, by South Creek, Inc., a Texas Corporation, hereinafter called Declarant,

W I T N E S S E T H :

WHEREAS, on or about June 18, 1986, Declarant filed for record a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, recorded in Volume 8594, Page 2326 of the Deed Records of Tarrant County, Texas; and

WHEREAS, at any time before December 31, 1989, Declarant is empowered by said Declaration to annex and to bring within the scheme of the original Declaration additional Properties; and

WHEREAS, Declarant desires to bring within the scheme of the original Declaration the following properties, of which it is the owner:

Lots 1 through 17, Block 5, and Lots 4 through 16, Block 6, Woodland Hills Ninth Filing, an addition to the City of Colleyville, as reflected by Plat recorded in Volume 388-213, Page 18, of the Deed Records of Tarrant County, Texas;

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions, and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW, THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions, and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property of any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as the Green Areas.

D. "Designated Public Properties" shall mean land within the properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to South Creek, Inc., a Texas corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1989, Declarant, its successors and assigns, in future states of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills Properties.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in it Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a membership interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

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Section 2. Voting Rights: There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be the Declarant or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total voted outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights will be voted as Class A Membership and not Class B Membership.

ARTICLE IV

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefore, whether or not it shall be so expressed in acceptance of the deed therefore, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members. Lots owned by the Class B Members shall not be levied upon or liable for any annual or special assessment.

The assessment shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, insuring in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees, expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Association's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1989, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1990, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. <u>Special Assessments for Capital Improvements.</u> Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

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Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members no less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as determined by the Board of Directors of the Association. shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessments.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessment together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property

In the event a judgement or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which become a lien prior to such sale or transfer. Such sale or transfer shall not release such lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available on request for examination by the Owners and others with an interest such as encumbrances or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgages making such payments shall be owed immediately reimbursement therefore from the Association.

ARTICLE VII

RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS

Section 1. Use Restrictions. The following restrictions shall be applicable to the use of any property subject to this Declaration:

A. No Lot on the Properties shall be used for any purpose other than residential purposes unless otherwise shown on the official recorded plat.

B. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the Properties, except that not more than two (2) dogs, cats, or other household pets in the aggregate may be kept on any Lot within the rear private fenced yard, but only if they are not raised, bred, kept or maintained for any commercial purpose. No horses shall be kept on he Property. Dogs owned by Owners or their guests shall not be permitted to run at large but shall be kept under the control of such Owner or guest of such owner by leash, cord or chain. The owner of any dog shall immediately remove excrement deposited by said dog upon the Green Area.

C. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Properties.

D. No noxious or offensive activity shall be carried on or upon the Properties or any part thereof, nor shall anything be done or maintained thereon which may be or detract from its value as an attractive residential community. Habitually barking, howling or yelping dogs shall be deemed a nuisance. Garage doors shall be kept closed when not in use. Patios and balconies shall not be used for storage other than of patio furniture.

E. No Owner or occupant shall remove or significantly alter any tree in any street, right-of-way, park or recreational area or other part of the Common Area unless permission in writing is first granted by the Association.

F. No Lot shall be used or maintained as a dumping ground for rubbish, grass clippings, garbage or trash. Garbage and other waste shall be kept in sanitary containers. All containers for the storage or disposal of such materials shall be kept inside the living unit or connected garage, except on the scheduled trash pick-up days.

ARTICLE VIII

RESTRICTIONS ON USE OF PROPERTY BY DECLARANT

So long as Declarant owns any interest in the Properties, Declarant excepts, excludes and reserves the following from each and every deed and instrument of conveyance executed and delivered by it to the Owner of a Building Site or Living Unit:

A. The right to maintain sales and administration offices, construction office or trailer and model homes with parking facilities on the Properties and to conduct sales activities therein so long as the Declarant is the Owner of any of the Properties.

B. The right to construct and complete the construction of living units, buildings, drives, lanes, roads and all other improvements on the Properties, and to repair and maintain the Common Areas and Green Areas. In connection therewith, Declarant reserves the right to use and excavate the surface and subsurface of the ground for the erection, construction and installation of said improvements and foundations, footings, flooring and basements. Declarant also reserves the right to extend the drives, lanes and roads located or to be located on the Properties, the right to lease and rent such living units, and the right to sell, grant and convey title to purchasers of such subsequently constructed living units. Said purchasers shall become regular Members of the Association. Furthermore, Declarant also reserves the right to use and occupy so much of the Properties as may be necessary for the construction, reconstruction, maintenance and operation of any of said living units. Lots and Common Areas and Green Areas and other improvements including, but not limited to, the right to locate, install, maintain and repair all utilities and utility lines necessary for construction, reconstruction, maintenance and operation. Declarant, in addition, reserves the right to convey to any County, water district, sanitary sewer

district or other municipal or quasi-municipal corporation all sewer lines and mains, and water mains and pipelines constructed or to be constructed on the Property, together with suitable rights of way over said lands for the required maintenance repair, replacement and operation thereof.

D. The right to grant and convey to others, whether or not they are Owners of Lots in the Properties, equal rights to a non-exclusive easement for ingress and egress along, over and across all the roads, and all extensions thereof now or hereafter constructed.

ARTICLE IX

RESTRICTIONS ON TYPE OF STRUCTURE PERMITTED

Section 1. Restrictions on Structures. In addition to the requirements imposed by and County or municipal corporation having jurisdiction over the Properties, the following restrictions apply to structure, improvements and personal property on the Properties.

A. No dwelling shall be erected on any part of the herein described real property containing less than 2,600 square feet of principal living area. For one & one-half or two story houses, 1800 square feet will be minimum on the first floor. Exposed exterior wall area of the first floor, exclusive of doors, window, or gables shall be 75% masonry. Masonry material shall be quality and appearance equal or superior to standard clay or shale common brick, color pigment Portland Cement brick or Quarried stone. Roofs shall be wood shingles as approved by the City of Colleyville. Any change in this requirement shall be at the exclusive election of the Dedicator or the Architectural Control Committee. Porches, terrades, unfinished basement areas, guest houses, servant quarters and garages shall not be constructed as living area. No single family dwelling shall be more than two stories in height, including the main floor level. No more than one living unit shall be built on each Lot. No outhouse of any kind, tent, shed or trailer, or any other temporary dwelling, shall be erected or maintained on any building site or be used for living purposes, not shall any garage be used for swelling purposes. Garden sheds or tool sheds may be erected, however, with the approval of the Architectural Committee. Every residence on a corner lot shall face on the street designated by the undersigned and shall present a good appearance on the other street on which it is located.

Garages: All garages shall be rear, or side entry. All corner lots shall have a rear entry garage only.

B. No trailer, motor home, camper, including vehicle mounted camper whether chassis or slide in, or pickup coach, tent, boat or truck (except pickup) shall be parked, placed, erected, maintained or constructed on any Lot or street for any purpose. However, trailers, campers, motor homes, pickup coaches, tents or boats which can be and are stored completely within attached garages or enclosures acceptable to the Architectural Control Committee and are not used for living purposes

will not be in violation of these restriction. All vehicles belonging to occupants must be parked overnight in the occupants driveway or in the above mentioned enclosure. In no case may the occupants vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

C. No fence shall be erected on any residential lot nearer to the front property line than five (5) feet behind the front of the main residence, and no fence shall be erected on any corner lot nearer to the side streets than five (5) feet of the property line of such lot. No fence may be installed upon any pedestrian easement, unless approved by the Architectural Control Committee. All fences shall be of wooden material, unless other type of material is approved by the undersigned prior to the installation.

ARTICLE X

RESTRICTIONS REGARDING CONSTRUCTION AND MAINTENANCE

Section 1. Architectural Committee. The Architectural Control Committee is composed of Larry R. Cole, Terry Wilkinson and Cary S. Hy. The majority of any Architectural Control Committee may designate one or more representatives to act for it. In the event of death or resignation of any Member of the Committee, the remaining Members shall have full authority to designate a successor. Neither the Members of the Committee, nor its designated representative shall be entitled to any compensation for the services performed to this covenant. When the Class B Membership terminates, the Board of Directors of the Association shall thereafter act as the Architectural Control Committee.

Section 2. Restrictions on Construction, Maintenance and Improvements. The following restrictions are applicable to construction, maintenance and improvements on the properties:

A. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot, or parcel of land, upon which the improvements are to be erected, and shall not be placed in the street between the pavement and property lines.

No stumps, trees, underbrush or any refuse of any kind, nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots, streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material shall be immediately removed. Any material left on the lot or adjoining lots that is not disposed of promptly may be disposed of by the Developer and payment for such service to be borne by the builder or homeowner.

B. No erection of building or exterior additions or alterations including signs to any building situated upon the properties, nor any construction of any kind whatsoever, nor erection of or changes or additions in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing as to harmony of external design, appearance and locations in relation to surrounding structures and topography by an Architectural Control Committee, or by three (3) or

more representatives appointed by the Board. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in the event, if no suit to enjoin the addition, alteration or changes has been commenced prior to the completion thereof approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representatives shall be entitled to compensation for services performed pursuant to the Article. Duplicate plans for the erection of any structure on any lot must be prepared by a registered architect or recognized professional designer and shall be submitted to the Architectural Control Committee for approval, one of which will be retained in the Developer's permanent files. All plans shall contain as a minimum, the following information:

a. A foundation plan showing a cross section of the beams, etc., with reinforced steel indicated.
b. A floor plan showing the total square feet of living area.
c. The exterior elevation showing the front, rear and the side elevations, complete with all ornamental and decorative details.
d. The specifications indicating type, grade and color, where applicable, of all exterior materials must be shown.
e. A plot plan showing the location of improvements, sidewalks, patios, driveways, fences and retaining walls. Lot drainage provisions are to be indicated and cut and fill details, if any, appreciable changes in the lot contours is contemplated.

B.1. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

B.2. All houses and structures permitted under these restrictions shall be completed within twelve (12) months, once construction is started. No house shall be occupied as a residence until it is completed in accordance with the provisions of these covenants. No house or structure may be occupied until the premises are properly connected with the city sewage system.

C. No sign or radio or TV antenna of any kind shall be displayed to the public view on any part of the above described property, except one professional sign per dwelling of not more than five square feet advertising a dwelling for sale or rent, and signs used by a builder to advertise dwellings or dwelling during the construction and sale period. The Declarant is permitted to use larger signs during the promotional period and erect permanent signs near the entrances to the subdivisions.

D. No permanent outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure, supporting said outdoor overhead wires shall

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be erected, placed, or maintained with the Properties. All purchasers of Lots within the Properties, their heirs, successors, and assigns, shall use underground service wires to connect their premises and the structure built thereon to the underground electric or telephone utility facilities.

E. No fences or landscaping shall be done by a Lot Owner in Green Areas without the written approval of the Architectural Control Committee.

F. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

Section 3. Right of Entry of Association Representative. Any agent or officer of the Association may at any reasonable hour or hours during construction or remodeling, enter and inspect any of said property as to its maintenance or improvements to determine if there has been compliance with the provisions thereof. The Association, and any agent, or officer thereof, shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Association may issue a certificate of completion and compliance as to any property so inspected.

Section 4. Evidence of Compliance with Restrictions. Records of the Association with respect to compliance with the provisions of this Declarant shall be conclusive evidence as to all matters shown by such records. Issuance of a certificate of completion and compliance by the Secretary or an Assistant Secretary of the Associations showing that the plans and specifications for the improvements or other matters herein provided for have been approved and that such improvements have been made in accordance therewith, or a certificate as to any matters relating to this Declaration by the Secretary or an Assistant Secretary of the Association shall be conclusive evidence that shall justify and protect any title company insuring title to any property subject to this Declaration and shall fully protect any purchaser or encumbrancer in connection therewith. After the expiration of one year following the issuance of a building permit by County or other governmental authority, any structure, work improvement or alteration shall be deemed to be in compliance with the provisions thereof unless a notice of non-compliance executed by the Association shall have been recorded in the office of the County Clerk in which the Property is located, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 5. Building Setback Lines. Every residential building erected upon any lot or premises shall not protrude forward of the building line shown on the recorded plat. The front of said dwellings shall be located back of the recorded front property line. No residence, dwelling or outbuilding shall be erected nearer than five (5) feet from the inside line of such building plat or premises or nearer than fifteen (15) feet from the side street of such building plat or premises or nearer than the rear ten (10) feet of any yard. The undersigned reserves the right to change, in writing, any building lines shown on the plat referred to herein or setback lines from the side lines shown on the said plat referred to in the restrictions, so long as the undersigned hold legal title to such lots and likewise, reserves the right to make such changes with the consent of the owners of the property involved after the undersigned has conveyed the title to such property.

Section 6. Minor Violations of Setback Restriction. If upon the erection of the first single family dwelling upon any of the Lots which are subject to these restrictions, it is disclosed by survey, that a minor violation or infringement of setback lines has occurred, such violation or infringement may be waived by the written consent and waiver of the Owners of the Lots immediately adjoining on either side of the Lots upon which the violation or infringement occurs, and such waiver shall be binding upon all other Owners which are subject to these restrictions. Nothing herein contained shall prevent the prosecution of a suit for any other violation of the restrictions contained in this Declaration. A "minor violation" for the purpose of this section is a violation of not more than two feet beyond the required setback lines. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to such structure.

ARTICLE XI

INSURANCE AND INDEMNIFICATION

Section 1. Insurance Requirements Generally. The Association shall obtain and maintain in full force and effect at all times certain casualty, liability and other insurance as hereinafter provided. All such insurance shall be obtained, to the extent possible from responsible companies duly authorized and licensed to do insurance business in the State of Texas with a rating in Best's Insurance Reports (or any comparable publication) of at least BBB+ (or any comparable rating).

To the extent possible, the casualty, property and liability insurance shall:

A. Provide for a waiver of subrogation by the insurer as to claims against the Association, its Directors, Officers, employees, agents and Members.

B. Provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least thirty (30) days prior written notice to the Association.

Any insurance policy may contain such deductible provisions as the Association deems consistent with good business practice. The cost and expense of all insurance obtained by the Association shall be paid for out of Association funds collected by assessments and otherwise as elsewhere provided in the Declaration.

Section 2. Casualty Insurance. The Association shall obtain and maintain at all times insurance coverage providing all risk coverage or the nearest equivalent available for the full replacement cost of the Common Area and Green Area improvements and personal property of the Association in the amount of the full replacement value without deduction for depreciation. The insurance shall provide that it cannot be cancelled by either the insured or the insurance company until after at least thirty (30) days prior written notice is given to the Association.

The insurance described in this paragraph shall be inflation coverage insurance, if such insurance is available, which insurance at all times represents one hundred percent (100%) of the replacement value of all facilities in the Common Area and Green Areas, except land, foundation, excavation and other items normally excluded from coverage and except for any deductible provisions, as permitted under Section 1 hereof. The Association shall, at least every three (3) years, obtain an appraisal for insurance purposes which shall be maintained as a permanent record, showing that the insurance in any year represents one hundred percent (100%) of the replacement value of the facilities in the Common Areas and Green Areas.

Section 3. Public Liability and Property Damage Insurance. The Association shall obtain and maintain comprehensive general liability insurance including non-owned and hired automobile liability coverage, owned automobile liability coverage if there are any owned automobiles, personal injury liability coverage, products coverage covering liabilities of the Association, its officers, directors, employees, agents and Members arising in connection with ownership, operation, maintenance, occupancy, or use of the Common Areas and Green Areas and any other area the Association is required to restore, repair or maintain pursuant to this declaration with bodily injury liability limits not less than $500,000.00 for each occurrence and property damage liability of not less than $500,000.00 for each occurrence, or $500,000.00 in the aggregate.

Section 4. Workmen's Compensation and Employer's Liability Insurance. The Association shall obtain and maintain workmen's compensation and employer's liability insurance as may be necessary to comply with applicable laws.

Section 5. Fidelity Insurance. The Association shall also maintain adequate fidelity coverage, if available, to protect against dishonest act on the part of directors, officers, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such fidelity bonds shall (i) name the Association as an obligee, (ii) be written in an amount equal to at least one hundred percent (100%) of the estimated annual operating expenses of the Association, including reserves, (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression., and (iv) provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premiums) without at least fifteen (15) days written notice to the first mortgagees and the Association.

Section 6. Other Insurance. The Association may obtain such additional insurance coverage against such additional risks as it shall determine to be appropriate.

Section 7. Indemnification. Each Officer and Director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an Officer or Director of the Association, of any settlements thereof, whether or not he is an Officer or Director of the Association at the time such expenses are incurred, except in such cases wherein such Officer or Director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Revocation and Amendment. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless approved in writing by Owners holding seventy-five percent (75%) or more of the total vote hereunder and by seventy-five percent (75%) or more of the holders of any recorded mortgage or deed of trust affecting any or all of the Lots, who have given the Association notice of their interest in any Lot. Such amendment or revocation shall be effective when duly recorded; provided, however, that any amendment or revocation must comply with the Statutes of Texas and the resolutions and Ordinances of Tarrant County, Texas, or of any successor governmental entity having jurisdiction over the Properties, in existence at the time such amendment becomes effective.

Section 2. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid to 807 Forest Ridge, Suite 104, Bedford, Texas 76022, until such address is changed by a notice of address change mailed to each Owner by the Association.

Section 3. Enforcement. The Association or the Owner or Owners of any of the Properties may enforce the restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations, either to recover damages for such violation, including reasonable attorney's fees incurred in enforcing these covenants, or to restrain such violation or attempted violation, or to modify or remove structures fully or partially completed or in violation hereof shall be commenced no later than one year from the date of the violation for which the action is sought to be brought or maintained. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall not be liable to reimburse any Owner for attorney's fees or costs incurred in any suit brought by an Owner to enforce or attempt to enforce these covenants.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court decree shall in no wise affect any other provisions which shall remain in full force and effect. Nothing herein shall be in conflict with Texas Homestead law. Should a provision herein be in conflict, Texas Homestead Law shall apply. All other provisions shall remain in full force and effect.

Section 5. Effect of Ordinances. Police, fire and other public safety ordinances of any governmental corporation or unit having jurisdiction over any portion of the Properties shall govern where more restrictive than these covenants and restrictions.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST; SOUTH CREEK, INC.

Mary L. Sanders By: Larry R. Cole

Secretary Larry R. Cole, President

STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 19th day of August, 19 88, by LARRY R. COLE as President of SOUTH CREEK, INC., a Texas Corporation.

Witness my hand and official seal.

Notary Public in and for
The State of Texas
Jerry M. Hernandez

My Commission Expires: 11-21-89

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SUZANNE HENDERSON
COUNTY CLERK
BY

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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.

RETURN TO:
SOUTH CREEK, INC.
807 Forest Ridge, #104
Bedford, Texas 76022

9360 492A

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TWTC TF# AR 121976-MW

SUPPLEMENTAL DECLARATION

to the

DECLARATION OF COVENANTS AND RESTRICTIONS

of

WOODLAND HILLS HOMEOWNERS ASSOCIATION

an Addition to the City of Colleyville, Tarrant County, Texas

WHEREAS, on the 18th day of June, 1986, Southcreek, Inc., a Texas Corporation, signed a certain Declaration of Covenants and Restrictions Woodland Hills Homeowners Association, which has been recorded in Volume 8698 Page 533 of the Deed Records of Tarrant County, Texas ("the Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration;

WHEREAS, LCCS, Inc., a Texas Corporation, owns certain property contiguous to the Villages of Woodland Hills, known as the "Woodland Heights" Addition, and desires to add such property to the scheme of the Declaration and to subject the property to the jurisdiction of the Woodland Hills Homeowners Association, Inc., and

WHEREAS, on February 12, 1992, at a duly called meeting of the members of the Woodland Hills Homeowners Association, by the affirmative vote of a majority of the members, the members approved the addition of the Woodland Heights Addition to the scheme of the Declaration and to subject the property to the jurisdiction of the Woodland Hills Homeowners Association, Inc.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS;

A. **Property Added.** All Lots within the Woodland Heights Addition (more particularly known as Lots 1 through 7, Block 20, and Lots 8 through 27, Block 11, 10th Filing, Woodland Hills Addition as recorded in Cabinet A, Slide 930, Plat Records of Tarrant County, Texas) to the City of Colleyville, Texas, are hereby declared to be subject to the Declaration described above, and the Articles of Incorporation, Bylaws and rules and regulations of the Woodland Hills Homeowners Association, Inc., and all amendments and supplements thereto.

B. **Mandatory Membership.** Every person or entity who is a Record owner of a fee or undivided fee interest in any Lot in the Woodland Heights Addition, including contract sellers ("Owners"), shall be a mandatory Class A member of the Woodland Hills Homeowners Association, Inc. and, by acceptance of the Deed for said Lot, whether or not it shall be expressed in the deed therefore, agrees to abide and be bound by the Articles of Incorporation, Bylaws, Rules and Regulations and Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation.

Membership shall be appurtenant to and may not be separated from ownership of any Lot in Woodland Heights which is subject to assessment by Woodland Hills Homeowners Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

C. **Current Annual Assessment.** It is acknowledged that the 1991 maximum annual assessment for Lots owned by Class A members of the Woodland Hills Homeowners Association is $333.50 and that

this maximum assessment may be changed as provided in the Declaration.

D. **Payment of Dues.** Assessments and dues shall be due and payable at the time of title transfer from Declarant to Builder. Builder shall be responsible for balance of the year's assessments through December, 1992. Thereafter, full assessment shall be due on all Lots at time of annual billing by the Woodland Hills Homeowners Association, Inc.

E. All Restrictions concerning the use, improvements, construction and maintenance of the Lots shall be governed by the Woodland Hills Homeowners Association through its Architectural Control Committee; save and except that, in the event any said Restrictions as set out in the declaration of Woodland Heights are more Restrictive than those set in the Declaration of Woodland Hills, then such more Restrictive requirements shall be governed by the Woodland Heights Homeowners Association through its Architectural Control Committee. Initial construction plan approval shall be governed by the Woodland Heights Architectural Control Committee.

DATED this 14th day of February, 1992.

LCCS, Inc., a Texas Corporation

By: Larry R. Cole

Its: President

STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 14th day of February, 1992, by Larry R. Cole, President of LCCS, Inc., on behalf of said corporation.

Witness my hand and seal.

MARY WEAR
Notary Public, State of Texas
My Commission Expires Jan. 28, 1993

Mary Wear
Notary Public for the State of Texas

My Commission Expires: _____

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TRINITY-WESTERN TITLE COMPANY
2411 GARDEN PARK CT.
ARLINGTON, TEXAS 76018

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UNCLASSIFIED

DECLARATION OF COVENANTS AND RESTRICTIONS
OF
MARTIN PARKWAY HOMEOWNERS ASSOCIATION

29.00 W D
10/18/85

THIS DECLARATION, made this 14th day of October, 1985, by Mekon, Inc., a Texas Corporation, hereinafter called Declarant, and SouthCreek, Inc. a Texas Corporation.

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property in the County of Tarrant, State of Texas, more particularly described as:

Lot 1-12, Block 15, 1st Filing as reflected by plat recorded in Volume 388-186, Page 52-53, and Lots 56-68, Block 6, 7th filing as reflected by plat recorded in Volume 388-186, Page 54, Deed Records, Tarrant County, Texas.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benfit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Martin Parkway Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as the Access Drive and Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Mekon, Inc., a Texas corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

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H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Access Drive" shall mean and refer to the private access drive and any driveways that have access to more than one Lot.

J. "Green Area" shall mean and refer to all front yards of each Lot and the parkway area between the public and private streets.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1985, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills, or any other property which is contiguous at any point with the Properties. A public road intersecting between two properties shall not be deemed to deprive them of contiguity.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

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A. Class A Members will be all those Members other than the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be the Declarant or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership or on December 31, 1987, whichever occurs first.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

ARTICLE IV

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Vehicle Access. Subject to the provisions of Section 2 of this Article, every Member shall have a right of easement to the Access Drive Area, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Access Drive and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 3. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of

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the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $75.00 per month. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members. Lots owned by the Class B Members shall not be levied upon or liable for any annual or special assessment.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not be limited to, any special assessments on the Access Drive or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Access Drive or Green Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Access Drive and Green Areas, wages, charges for water used by

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the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees, expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration.

The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Access Drive and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Association's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1987, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1987, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Access Drive or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class

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of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before May 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessment for the first time shall be prorated on a calendar year basis according to the date of the first assessment or the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments: Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum from such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Access Drive or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Access Drive and Green Areas, specifying and itemizing the maintenance and repair expenses of the Access Drive and Green Areas any any other expenses incurred. Such records and the vouchers authorizing the payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Access Drive or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Access Drive and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefor from the Association.

ARTICLE VII

RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS

Section 1. Use Restrictions. The following restrictions shall be applicable to the use of any property subject to this Declaration:

A. No Lot on the Properties shall be used for any purpose other than residential purposes unless otherwise shown on the official recorded plat.

B. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the Properties, except that not more than two (2) dogs, cats, or other Household pets in the aggregate may be kept on any Lot within the rear private fenced yard, but only if they are not raised, bred, kept or maintained for any commercial purpose. No horses shall be kept on the Property. Dogs owned by Owners or their guests shall not be permitted to run at large but shall be kept under the control of such Owner or guest of such Owner by leash, cord or chain. The Owner of any dog shall immediately remove excrement deposited by said dog upon the Green Area.

C. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Properties.

D. No noxious or offensive activity shall be carried on or upon the Properties or any part thereof, nor shall anything be done or maintained thereon which may be or detract from its value as an attractive residential community. Habitually barking, howling or yelping dogs shall be deemed a nuisance. Garage doors shall be kept closed when not in use. Patios and balconies shall not be used for storage other than of patio furniture.

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E. No Owner or occupant shall remove or significantly alter any tree in any street, right-of-way, park, or recreational area or other part of the Green Area unless permission in writing is first granted by the Association.

F. No Lot shall be used or maintained as a dumping ground for rubbish, grass clippings, garbage or trash. Garbage and other waste shall be kept in sanitary containers. All containers for the storage or disposal of such materials shall be kept inside the living unit or connected garage, except on the scheduled trash pick-up days.

ARTICLE VIII

RESTRICTIONS ON USE OF PROPERTY BY DECLARANT

So long as Declarant owns any interest in the Properties, Declarant excepts, excludes and reserves the following from each and every deed and instrument of conveyance executed and delivered by it to the Owner of a Building Site or Living Unit:

A. The right to maintain sales and administration offices, construction office or trailer and model homes with parking facilities on the Properties and to conduct sales activities therein so long as the Declarant is the Owner of any of the Properties.

B. The right to construct and complete the construction of living units, buildings, drives, lanes, roads and all other improvements on the Properties, and to repair and maintain the Access Drive and Green Areas. In connection therewith, Declarant reserves the right to use and excavate the surface and subsurface of the ground for the erection, construction and installation of said improvements and foundations, fittings, floorings and basements. Declarant also reserves the right to extend the drives, lanes and roads located or to be located on the Properties, the right to lease and rent such living units, and the right to sell, grant and convey title to purchasers of such subsequently constructed living units. Said purchasers shall become regular Members of the Association. Furthermore, Declarant also reserves the right to use and occupy so much of the Properties as may be necessary for the construction, reconstruction, maintenance and operation of any of said living units, Lots and Access Drive and Green Areas and other improvements including, but not limited to, the right to locate, install, maintain and repair all utilities and utility lines necessary for construction, reconstruction, maintenance and operation. Declarant, in addition, reserves the right to convey to any County, water district, sanitary sewer district or other municipal or quasi-municipal corporation all sewer lines and mains, and water mains and pipelines constructed or to be constructed on the Property, together with suitable rights of way over said lands for the required maintenance, repair, replacement and operation thereof.

C. The right to grant and convey to others, whether or not they are Owners of Lots in the Properties, equal rights to a non-exclusive easement for ingress and egress along, over and across all the roads, and all extensions thereof now or hereafter constructed.

ARTICLE IX

RESTRICTIONS ON TYPE OF STRUCTURE PERMITTED

Section 1. Restrictions on Structures. In addition to the requirements imposed by any County or municipal corporation having jurisdiction over the Properties, the following restrictions apply to structure, improvements and personal property on the Properties.

A. No dwelling shall be erected on any part of the herein described real property containing less than 2100 square feet of principal living area, said living area to be fully enclosed.

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Porches, terraces, unfinished basement areas, guests houses, servant quarters and garages shall not be construed as living area. No single family dwelling shall be more than two stories in height, including the main floor level. No more than one living unit shall be built on each Lot. No outhouse of any kind, tent, shed or trailer, or any other temporary dwelling. shall be erected or maintained on any Building Site or be used for living purposes, nor shall any garage be used for dwelling purposes. Garden sheds or tool sheds may be erected, however, with the approval of the Architectural Committee.

B. No trailer, motor home, camper, including vehicle mounted camper whether cassis or slide in, or pickup coach, tent, boat or truck (except pickup) shall be parked, placed, erected, maintained or constructed on any Lot for any purpose. However, trailers, campers, motor homes. pickup coaches, tents or boats which can be and are stored completely within attached garages and are not used for living purposes will not be in violation of these restrictions.

ARTICLE X

RESTRICTIONS REGARDING CONSTRUCTION AND MAINTENANCE

Section 1. Architectural Committee. The Architectural Control Committee is composed of Larry R. Cole, Paul Gerrard Smith and Cary S. Hy. The majority of any Architectural Control Committee may designate one or more representatives to act for it. In the event of death or resignation of any Member of the Committee, the remaining Members shall have full authority to designate a successor. Neither the Members of the Committee, nor its designated representative shall be entitled to any compensation for the services performed to this covenant. When the Class B Membership terminates, the Board of Directors of the Association shall thereafter act as the Architectural Control Committee.

Section 2. Restrictions on Construction, Maintenance and Improvements. The following restrictions are applicable to construction, maintenance, and improvements on the Properties:

A. No building, fence or other structure shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of the workmanship and materials, harmony of external design and color with existing structures, and as to location with respect to topography and finished grade elevation in relationship to other living units. The Committee shall have the right to refuse to approve any such plans, specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons. These plans and specifications are to be approved in writing by the Committee, and a finally approved plan shall be lodged permanently with said Committee. All subsequent changes, or additions affecting the external appearance of said structure including but not limited to fences, roofing material, walls, basketball backboards, patio additions, awnings, antennae, air conditioners and coolers shall be subject to prior approval of the Architectural Control Committee.

B. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty(30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C. No sign or radio or TV antenna of any kind shall be displayed to the public view on any part of the above described property, except one professional sign per dwelling of not more than five square feet advertising a dwelling for sale or rent, and signs used by a builder to advertise dwellings or dwelling

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during the construction and sale period. The Declarant is permitted to use larger signs during the promotional period and erect permanent signs near the entrances to the subdivisions.

D. No permanent outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure, supporting said outdoor overhead wires shall be erected, placed, or maintained within the Properties. All purchasers of Lots within the Properties, their heirs, successors, and assigns, shall use underground service wires to connect their premises and the structure built thereon to the underground electric or telephone utility facilities.

E. No fences or landscaping shall be done by a Lot Owner in Green Areas without the written approval of the Architectural Control Committee.

F. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

Section 3. Right of Entry of Association Representative. Any agent or officer of the Association may at any reasonable hour or hours during construction or remodeling, enter and inspect any of said property as to its maintenance or improvements to determine if there has been compliance with the provisions thereof. The Association, and any agent, or officer thereof, shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Association may issue a certificate of completion and compliance as to any property so inspected.

Section 4. Evidence of Compliance with Restrictions. Records of the Association with respect to compliance with the provisions of this Declarant shall be conclusive evidence as to all matters shown by such records. Issuance of a certificate of completion and compliance by the Secretary or an Assistant Secretary of the Association showing that the plans and specifications for the improvements or other matters herein provided for have been approved and that such improvements have been made in accordance therewith, or a certificate as to any matters relating to this Declaration by the Secretary or an Assistant Secretary of the Association shall be conclusive evidence that shall justify and protect any title company insuring title to any property subject to this Declaration and shall fully protect any purchaser or encumbrancer in connection therewith. After the expiration of one year following the issuance of a building permit by County or other governmental authority, any structure, work, improvement or alteration shall be deemed to be in compliance with the provisions thereof unless a notice of non-compliance executed by the Association shall have been recorded in the office of the County Clerk in which the Property is located, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 5. Minor Violations of Setback Restrictions. If upon the erection of the first single family dwelling upon any of the Lots which are subject to these restrictions, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement may be waived by the written consent and waiver of the Owners of the Lots immediately adjoining on either side of the Lots upon which the violation or infringement occurs, and such waiver shall be binding upon all other Owners which are subject to these restrictions. Nothing herein contained shall prevent the prosecution of a suit for any other violation of the restrictions contained in this Declaration. A "minor violation" for the purpose of this section is a violation of not more than two feet beyond the required setback

lines. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to such structure.

ARTICLE XI

RESERVATION OF EASEMENTS

Section 1. Encroachments and Easements. There is hereby created a blanket easement upon, across, over and under the Properties for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to, water, sewers, gas, telephones and electricity, and a master television antennae system, if any. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary equipment on the Properties and to affix and maintain electrical and/or telephone wires, circuits and conduits on, across and under the roofs and exterior walls of the dwelling on said Lots. Notwithstanding anything to the contrary contained herein, no sewers, electrical wires, water lines or other utilities may be installed or relocated on the Properties, except as initially programmed and approved by Declarant or thereafter approved by said Declarant or the Board of Directors of the Association. This easement shall in no way affect any other recorded easement on said Properties. For title or other purposes, such encroachments and easements shall not be considered or determined to be encumbrances either on the Access Drive Area or the Lots.

ARTICLE XII

INSURANCE AND INDEMNIFICATION

Section 1. Insurance Requirements Generally. The Association shall obtain and maintain in full force and effect at all times certain casualty, liability and other insurance as hereinafter provided. All such insurance shall be obtained, to the extent possible from responsible companies duly authorized and licensed to do insurance business in the State of Texas with a rating in Best's Insurance Reports (or any comparable publication) of at least BBB+ (or any comparable rating).

To the extent possible, the casualty, property and liability insurance shall:

A. Provide for a waiver of subrogation by the insurer as to claims against the Association, its Directors, Officers, employees, agents, and Members.

B. Provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least thirty (30) days prior written notice to the Association.

Any insurance policy may contain such deductible provisions as the Association deems consistent with good business practice. The cost and expense of all insurance obtained by the Association, shall be paid for out of Association funds collected by assessments and otherwise as elsewhere provided in this Declaration.

Section 2. Casualty Insurance. The Association shall obtain and maintain at all times insurance coverage providing all risk coverage or the nearest equivalent available for the full replacement cost of the Access Drive and Green Area improvements and personal property of the Association in the amount of the full replacement value without deduction for depreciation. The insurance shall provide that it cannot be cancelled by either the insured or the insurance company until after at least thirty (30) days prior written notice is given to the Association.

The insurance described in this paragraph shall be inflation coverage insurance, if such insurance is available, which insurance at all times represents one hundred percent (100%) of

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the replacement value of all facilities in the Access Drive and Green Areas, except land, foundation, excavation and other items normally excluded from coverage and except for any deductible provisions, as permitted under Section 1 hereof. The Association shall, at least every three (3) years, obtain an appraisal for insurance purposes which shall be maintained as a permanent record, showing that the insurance in any year represents one hundred percent (100%) of the replacement value of the facilities in the Access Drive and Green Areas.

Section 3. Public Liability and Property Damage Insurance. The Association shall obtain and maintain comprehensive general liability insurance including non-owned and hired automobile liability coverage, owned automobile liability coverage if there are any owned automobiles, personal injury liability coverage, products coverage covering liabilities of the Association, its officers, directors, employees, agents, and Members arising in connection with ownership, operation, maintenance, occupancy, or use of the Access Drive and Green Areas and any other area the Association is required to restore, repair or maintain pursuant to this declaration with bodily injury liability limits not less than $500,000 for each occurrence and property damage liability limits of not less than $500,000 for each occurrence, or $500,000 in the aggregate.

Section 4. Workmen's Compensation and Employer's Liability Insurance. The Association shall obtain and maintain workmen's compensation and employer's liability insurance as may be necessary to comply with applicable laws.

Section 5. Fidelity Insurance. The Association shall also maintain adequate fidelity coverage, if available, to protect against dishonest acts on the part of directors, officers, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such fidelity bonds shall (i) name the Association as an obligee, (ii) be written in an amount equal to at least one hundred percent (100%) of the estimated annual operating expenses of the Association, including reserves, (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, and (iv) provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premiums) without at least fifteen (15) days written notice to the first mortgagees and the Association.

Section 6. Other Insurance. The Association may obtain such additional insurance coverage against such additional risks as it shall determine to be appropriate.

Section 7. Indemnification. Each Officer and Director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an Officer or Director of the Association, or any settlements thereof, whether or not he is an Officer or Director of the Association at the time such expenses are incurred, except in such cases wherein such Officer or Director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Revocation and Amendment. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless approved in writing by Owners holding seventy-five

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percent (75%) or more of the total vote hereunder and by seventy-five percent (75%) or more of the holders of any recorded mortgage or deed of trust affecting any or all of the Lots, who have given the Association notice of their interest in any Lot. Such amendment or revocation shall be effective when duly recorded; provided, however, that any amendment or revocation must comply with the Statutes of Texas and the resolutions and Ordinances of Tarrant County, Texas, or of any successor governmental entity having jurisdiction over the Properties, in existence at the time such amendment becomes effective.

Section 2. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid to 807 Forest Ridge Drive, Suite 104, Bedford, Texas 76022, until such address is changed by a notice of address change mailed to each Owner by the Association.

Section 3. Enforcement. The Association or the Owner or Owners of any of the Properties may enforce the restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations, either to recover damages for such violation, including reasonable attorney's fees incurred in enforcing these covenants, or to restrain such violation or attempted violation, or to modify or remove structures fully or partially completed in violation hereof, or both. Every suit to enforce these covenants, or restrain a violation or attempted violation hereof, or to modify or remove a structure fully or partially completed or in violation hereof shall be commenced no later than one year from the date of the violation for which the action is sought to be brought or maintained. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall not be liable to reimburse any Owner for attorney's fees or costs incurred in any suit brought by an Owner to enforce or attempt to enforce these covenants.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court decree shall in no wise affect any other provisions which shall remain in full force and effect. Nothing herein shall be in conflict with Texas Homestead Law. Should a provision herein be in conflict, Texas Homestead Law shall apply. All other provisions shall remain in full force and effect.

Section 5. Effect of Ordinances. Police, fire and other public safety ordinances of any governmental corporation or unit having jurisdiction over any portion of the Properties shall govern where more restrictive than these covenants and restrictions.

IN WITNESS WHEREOF the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

MEKON, INC.

By: _____
LARRY R. COLE, President

SOUTHCREEK, INC.

BY: _____
LARRY R. COLE, PRESIDENT

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STATE OF TEXAS §
§
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by LARRY R. COLE as President and LINDA COLE as Secretary of MEKON, INC., a Texas corporation.

Witness my hand and official seal.

Terry M. Honycutt
Notary Public in and for
the State of Texas

My Commission Expires: 11-21-85

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COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Tarrant County, Texas, as stamped hereon by me.

OCT 17 1985

COUNTY CLERK
TARRANT COUNTY, TEXAS

Return to:

BY _____

COUNTY CLERK

'85 OCT 17 P2:28

FILED

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 9, BLOCK 9,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Raincloud, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 9, Block 9

as reflected by Plat recorded in Volume 388-186, Pages 52 and 53, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Raincloud, Inc.,

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by; the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine in necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first become subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 11th day of September, 1986, by Jerry M. Dougherty, a Notary Public.

Witness my hand and official seal.

Jerry M. Dougherty
Notary Public in and for
the State of Texas

My Commission Expires: 11-21-89

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Records of Tarrant County, Texas, as stamped hereon by me.

Martin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
'96 NOV 14 01:58

LARRY COLE COMPANIES
3027 FOREST RIDGE, SUITE 104
IRVING, TEXAS 75062

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

1700
WD

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 11, BLOCK 9,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that James S. Trapp, and wife, Deborah M. Trapp, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 11, Block 9

as reflected by Plat recorded in Volume 388-186 Pages 52 and 53, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to James S. Trapp, Deborah M. Trapp

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with repect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

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ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

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ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

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B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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ARTICLE VII

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

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C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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..yments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

James L. Trapp

By: Deborah M. Trapp

Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 12th day of December 1986, by Mary Roberts, a Texas Notary.

Witness my hand and official seal.

Mary Roberts

Notary Public in and for the State of Texas

My Commission Expires: 8-28-90

FILED
TARRANT COUNTY TEXAS
'87 FEB -9 P2:20
SUZANNE HENDERSON COUNTY CLERK

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 18, BLOCK 9,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that David W. Dusendschon & wife, Audrey S. Dusendschon, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 18, Block 9

as reflected by Plat recorded in Volume 388-186, Pages 52 and 53, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to David W. Dusendschon Audrey S. Dusendschon

3204 Wilton Woods Court

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be case with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Associatino without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $259.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any Agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. IE the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first become subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the First mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

[signature]

David W Brendsel

[signature]
Secretary

By: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 1988, by [illegible], a [illegible].

Witness my hand and official seal.

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

My Commission Expires: [illegible]

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 19, BLOCK 9,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Alan K. Linford and wife Patricia Linford, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 19, Block 9

as reflected by Plat recorded in Volume 388-166, Pages 43 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Alan K. and Patricia Linford

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3202 Witten Woods Court

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by; the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this day of , 1986, by , a

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires:

ATE OF TEXAS §
§
UNTY OF TARRANT §

AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 22, BLOCK 9, WOODLAND HILLS, FIRST FILING, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, c., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Associa-on.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for e common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 22, Block 9, in Woodland Hills, _____ ling, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants cov-ing Phase I, First Filing, Woodland Hills, recorded in Volume 7800, Page 883, the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants eviously filed and hereby impress the following restrictions upon their Lot in dition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, ith or without wheels, on the Lot is expressly prohibited. Motor boats, house oats, and similar water-borne vehicles or travel trailers may be maintained, tored, or kept on the Lot provided the same are housed completely within a ructure or enclosure which has been approved architecturally by the Architec-ral Control Committee. All vehicles belonging to Owners, or guests of Owners, ust be parked overnight in the Owners' driveway or in the above-mentioned iclosure. In no case may the vehicles of the Owners, or guests of the Owners, e parked overnight on the streets of the subdivision or within the improved rd of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the rounds around all living units shall be seeded, sodded, or otherwise planted by e Owners thereof with grass or other ground cover or plantings and maintained a clean and attractive manner free of dust and weeds. All fences on Lots hall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the nd, and shall be binding on all persons claiming any interest in the Lot until nuary 1, 2014. On that date, these covenants shall be automatically extended r successive periods of ten (10) years, unless a majority of the owners of the ots affected by the Restrictive Covenants agree to change any Restrictive ovenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Associa-ion, and agree to abide by the Articles of Incorporation and Bylaws of the sociation, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such nnual and special assessments as fixed and established by the Board of Direc-ors, in accordance with the Bylaws, to be used exclusively for the purpose of

3203 Wilton Woods Court

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 5 date of February, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: [signature]

Its: President

OWNERS:

By: [signature]

By: [signature]

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 5th day of February, 1987, by [signature] and [signature], Owners.

[signature]
NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: Carol L. Johnson

MY COMMISSION EXPIRES:

AFTER RECORDING RETURN TO:
MARKEY & ASH, P.C.
P.O. BOX 110666
ARLINGTON, TX 76007

STATE OF TEXAS § AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 36R,
§ BLOCK 8, WOODLAND HILLS, FIRST FILING, AN ADDITION
COUNTY OF TARRANT § TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 36R, Block 8, in Woodland Hills, First Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase I, First Filing, Woodland Hills, recorded in Volume 7800, Page 883, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 5th date of February, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: _____

Its: _____

OWNERS:

By: _____

By: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 5th day of February, 1987, by _____ and _____, Owners.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: _____

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 45, BLOCK 6,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that David W. Smith, and wife, Dianne Smith, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 45, Block 6

as reflected by Plat recorded in Volume 388-186, Pages 52 and 53, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to David W. Smith, Dianne Smith

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architectorally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by; the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote ofthe Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any Agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an Assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for each due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

[signature]

By: Rhonda D Smith

Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 11th day of November, 1986, by Mary Roberts, a Texas Notary.

Witness my hand and official seal.

[signature]

Notary Public in and for
the State of Texas

My Commission Expires: 8-28-90

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 46, BLOCK 6,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Don Siratt and wife Gloria Siratt, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 46, Block 6

as reflected by Plat recorded in Volume 388-166 Pages 43 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Don and Gloria Siratt

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTIES TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. As long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE IV

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the unfenced yard of the occupant.

Section 2. Yard Maintenance. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those owners other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each Class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvement and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessments. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as will be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Association's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any such, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Nonpayment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for each due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 16th day of November, 1986, by [illegible], a [illegible].

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: [illegible]

FILED
TARRANT COUNTY, TEXAS
'87 FEB -9 12:29
SUZANNE HENDERSON COUNTY CLERK

LARRY COLE CO.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT
THE SALE, RENTAL, USE OR OCCUPANCY OF THE REAL PROPERTY DESCRIBED
THEREIN [illegible] UNDER
FEDERAL [illegible]

ANY [illegible] RACIAL
OR [illegible] COLOR
OR RACE IS INVALID [illegible] UNDER
LAW.

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 47, BLOCK 6,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Dr. Phil Hinson and wife Jenny, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 47, Block 6

as reflected by Plat recorded in Volume 388-166, Pages 43 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of each property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Dr. Phil Hinson and wife Jenny

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by; the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvment upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on each Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Mary K. Sanderson
Secretary

PHILIP G. HINSON DDS

BY: Penny G Hinson
PENNY G HINSON

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 7-R day of January, 1988, by MARTHA A. WALER, a Notary Public.

Witness my hand and official seal.

Martha A. Waler
Notary Public in and for
the State of Texas

My Commission Expires: 8-14-89

FILED
TARRANT COUNTY, TEXAS
87 FEB -9 P2:29

LARRY COLE CO.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

VOL 8838 PG. 902

2004 315-03 15.00 2 0
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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 49, BLOCK 6,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Dr. Robert Sewell and wife Donna Sewell, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 49, Block 6

as reflected by Plat recorded in Volume 388-106, Pages 43 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Dr. Robert & Donna Sewell

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by; the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $150.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The Assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Robert W. Sewell
Donna L. Sewell

Secretary

By: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 10th day of December, 1986, by Sherylll Barth, a Notary Public.

Witness my hand and official seal.

Sherylll Barth
Notary Public in and for
the State of Texas

My Commission Expires: 3-31-90

FILED
TARRANT COUNTY, TEXAS
'87 FEB 9 P2:29
SUZANNE HENDERSON COUNTY CLERK

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

FIRST CORRECTED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
MARTIN PARKWAY HOMEOWNERS ASSOCIATION

(Correcting Legal Description)

3000 514763 1 5.00 M D 03/09/88

THIS FIRST CORRECTED DECLARATION, made this 31st day of January, 1988, effective as of October 18, 1985, by Mekon, Inc., a Texas corporation, and Southcreek, Inc., a Texas corporation (both hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, the Original Declaration of Covenants and Restrictions of Martin Parkway Homeowners Association was filed on October 18, 1985 and recorded in Volume 8344, Page 1405 of the Deed Records of Tarrant County, Texas (the "Original Declaration"); and

WHEREAS, it has come to the attention of Declarant that the legal description contained on the first page of the Original Declaration is incorrect; and

WHEREAS, the Declarant desires to correct said legal description by the filing of this First Corrected Declaration of Covenants and Restrictions.

NOW, THEREFORE, Declarant hereby corrected said legal description and declares that the Property described hereinbelow shall be held, sold, and conveyed subject to the easements, covenants, restrictions, and charges contained within the Original Declaration, to-wit:

Lots 1-12, Block 15, 7th Filing as reflected by plat recorded in Volume 388-186, Page 52-53, and Lots 56-68, Block 6, 1st Filing as reflected by plat recorded in Volume 388-186, Page 54, Deed Records, Tarrant County, Texas.

Declarant hereby reaffirms the covenants and restrictions contained within the Original Declaration, and declares that such covenants and restrictions shall run with such Property and shall be binding on all parties having or acquiring any right, title, or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF the undersigned have hereunto set their hands as of the day and year first above written, effective as of October 18, 1985.

ATTEST: MEKON, INC.

Linda Cole
Linda Cole, Secretary

By: Larry R. Cole
Larry R. Cole, President

ATTEST: SOUTHCREEK, INC.

Mary L. Sanders
, Secretary

By: Larry R. Cole
Larry R. Cole, President

09211 0283

STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 4th day of March, 1988, by Larry R. Cole as President and Linda Cole as Secretary of Mekon, Inc., a Texas corporation.

Witness my hand and official seal.

Karen L. Clark
NOTARY PUBLIC, STATE OF TEXAS

Karen L. Clark
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 10-27-90

STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 4th day of March, 1988, by Larry R. Cole as President and [illegible] as Secretary of Southcreek, Inc., a Texas corporation.

Witness my hand and official seal.

Karen L. Clark
NOTARY PUBLIC, STATE OF TEXAS

Karen L. Clark
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 10-27-90

AFTER RECORDING RETURN TO:

Mekon, Inc.
807 Forest Ridge, Suite 104
Bedford, Texas 76022

UNOFFICIAL DOCUMENT

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, USE OR OCCUPANCY OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND UNENFORCEABLE

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 TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

MAR 8 1988

COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
'88 MAR -8 P 3:56
SUZANNE HENDEE
COUNTY CLERK
BY

RETURN TO:
MEKON, INC.
607 Forest Ridge Dr., Suite 104
Bedford, Texas 76022

UNOFFICIAL DOCUMENT

1708
WD

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 52, BLOCK 6,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Kenneth J. McGovern and wife, Charlotte G. McGovern, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 52, Block 6

as reflected by Plat recorded in Volume 388-186 Pages 52 and 53, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Kenneth J. McGovern, Charlotte G.

McGovern , its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architectorally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by; the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments For Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum For Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

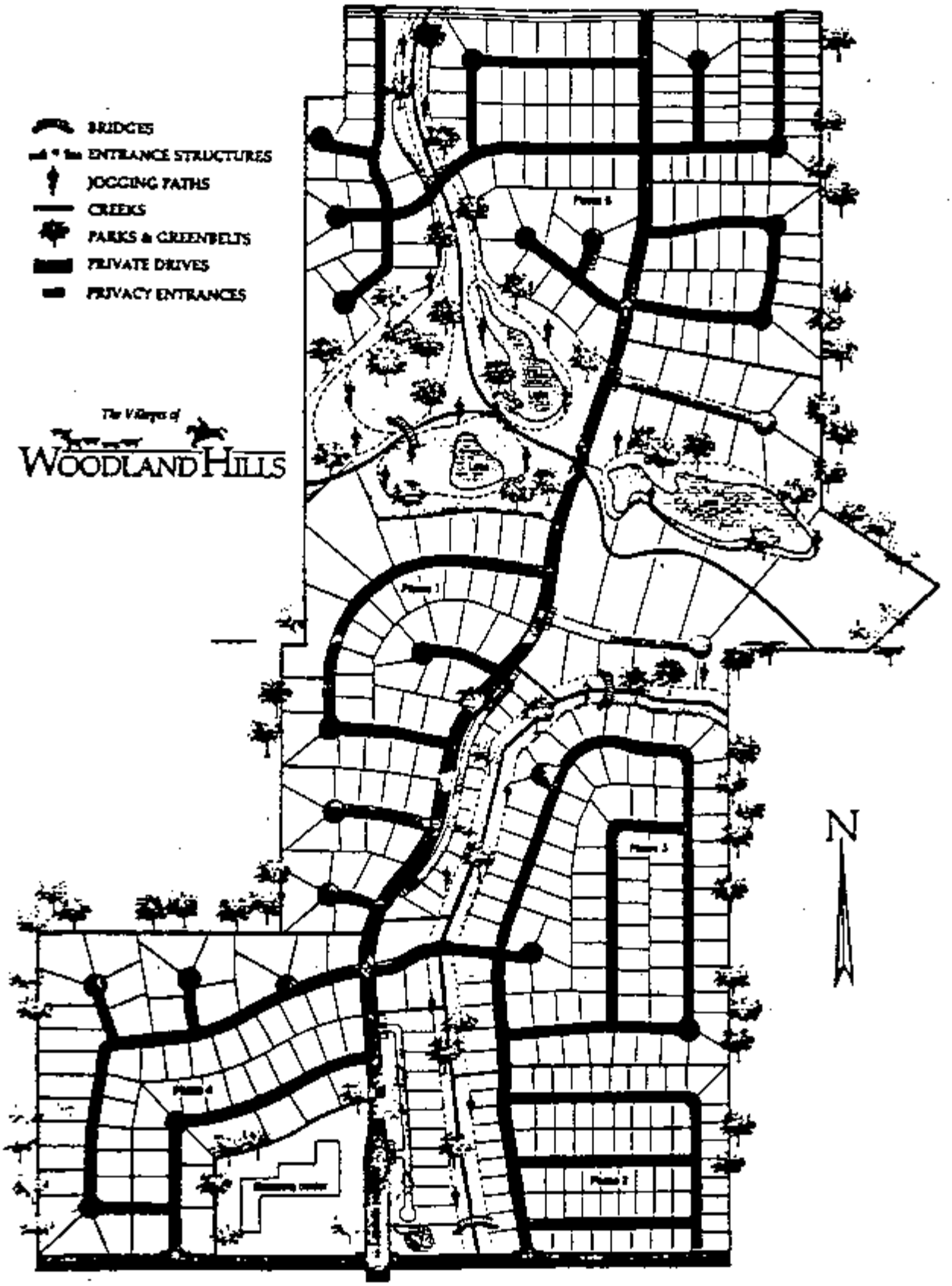
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 19 day of August, 1986, by Kenneth J. McGowan, President.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 4/4/88


BRIDGES
ENTRANCE STRUCTURES
JOGGING PATHS
CREEKS
PARKS & GREENBELTS
PRIVATE DRIVES
PRIVACY ENTRANCES
The Villages of
WOODLAND HILLS
N

1500
WD

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 52, BLOCK 8,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that David Bender, and wife, Susan Bender, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 52, Block 8

as reflected by Plat recorded in Volume 388-186, Pages 52 and 53, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to David Bender, Susan Bender

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 10th day of September, 1986, by Belinda K. Demsmore, a notary.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 12/17/87

FILED
TARRANT COUNTY TEXAS
'87 FEB -9 P2:29
SUZANNE HENDERSON COUNTY CLERK

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

[illegible] WHICH RESTRICT [illegible] RECORDED [illegible]

[illegible] OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

VOL. 8838 PG. 862

STATE OF TEXAS § AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 53,
§ BLOCK 6, WOODLAND HILLS, FIRST FILING, AN ADDITION
COUNTY OF TARRANT § TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 53, Block 6, in Woodland Hills, First Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase I, First Filing, Woodland Hills, recorded in Volume 7800, Page 883, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots effected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Village of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. - PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 2nd date of February, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: [signature]

Its: President

OWNERS:

By: [signature]

By: [signature]

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 2ND day of February, 1987, by [signature] and [signature], Owners.

[signature]
NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: Mary Roberts

MY COMMISSION EXPIRES:
8-28-90

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 55, BLOCK 6,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that M. B. Dunn, and wife, Judith A. Dunn, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 55, Block 6

as reflected by Plat recorded in Volume 388-186, Pages 52 and 53, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to M. B. Dunn, Judith A.

Dunn, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1986, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by; the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maxiaum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Judith A. Dunn

M B Dunn

By: _____

Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 8th day of August, 1986, by M.B. Dunn and Judith A. Dunn, _____.

Witness my hand and official seal.

Benny Murphy

Notary Public in and for the State of Texas

My Commission Expires: 3-29-90

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 55, BLOCK 8,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Frank J. Roberts and wife, Mary Alice Roberts, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 55, Block 8

as reflected by Plat recorded in Volume 388-186, Pages 52 and 53, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Frank J. Roberts, Mary Alice Roberts

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any Area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns, by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By: Mary Roberts

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this [illegible] day of August, 1986, by [illegible], a [illegible]

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: _____

FILED
TARRANT COUNTY, TEXAS
'87 FEB -9 P 2:29
SUZANNE HENDERSON, COUNTY CLERK

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Records of the Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF COLOR ARE INVALID UNDER FEDERAL LAW.

ANY PROVISION [illegible] THE SALE, RENTAL OR USE [illegible] BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Unofficial Document

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 56, BLOCK 6,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Earl Pick, and Sharon Pick, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 56, Block 6

as reflected by Plat recorded in Volume 388-161, Pages 43 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Earl and Sharon Pick

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_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with repsect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by; the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property releated thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: _____

_____ By: _____

Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of _____, 1986, by _____, a _____.

Witness my hand and official seal.

_____

Notary Public in and for the State of Texas

My Commission Expires: _____

UNOFFICIAL DOCUMENT

Unofficial Document

LARRY COLE CO.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

FILED
TARRANT COUNTY, TEXAS
'87 FEB -9 P2:29

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly recorded in the Volume and Page of the Named Records of Tarrant County, Texas as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 56, BLOCK 8,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Juan J. Capello, and wife, Susan Capello, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 56, Block 8

as reflected by Plat recorded in Volume 388-186, Pages 52 and 53, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Juan J. Capello, Susan Capello

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchaser thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first become subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancees or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 2 day of November, 1986, by _____, a _____.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 5-13-89

DEE ORCUTT NOTARY PUBLIC
IN & FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES 5-13-89.

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

FILED
TARRANT COUNTY, TEXAS
'87 FEB -9 P2:29
SUZANNE HENDERSON COUNTY CLERK

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named Records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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.

1582
WD

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 57, BLOCK 6,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Robert Fisher, and wife, Helen Fisher, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 57, Block 6

as reflected by Plat recorded in Volume 388-186, Pages 52 and 53, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Robert Fisher, Helen Fisher

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_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

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G. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

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The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

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Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described' capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

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Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

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The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 24th day of November, 1986, by [illegible], a [illegible].

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: [illegible]

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

FILED
TARRANT COUNTY, TEXAS
'87 FEB -9 P2:29

[illegible] PROPERTY DESCRIBED [illegible] AND INVALID UNDER [illegible]

[illegible] THE SALE, RENTAL [illegible] OF CLOSE OF COLOR [illegible] UNDER FEDERAL LAW.

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Mortgage Records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

VOL. 8838 PG. 716

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WD

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03/30/87

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 59, BLOCK 6,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Milbern D. Ray, and wife, Carolyn Ray, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 59, Block 6

as reflected by Plat recorded in Volume 388-186, Pages 52 and 53, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Milbern D. Ray, Carolyn Ray

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on Any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by; the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the Annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to Annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Carolyn J. [illegible]

Mary L. Sanders
Secretary

By: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 9th day of February, 1980, by Karen L. Clark, a Notary Public.

Witness my hand and official seal.

Karen L. Clark
Notary Public in and for
the State of Texas

My Commission Expires: 10-27-90

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

MAR 30 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

Return to:
LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

FILED
'87 MAR 30 A9:56

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 60, BLOCK 6,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Carroll Boyd Norris and wife, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 60, Block 6

as reflected by Plat recorded in Volume 388-166, Pages 43 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Mr. and Mrs. Carrol Boyd Norris

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first become subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Ava M. Morris

Secretary

By: C. Boyd Morris

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 17TH day of DECEMBER, 1986, by CARLINTHIA MUSTIFUL ROGERS, a NOTARY PUBLIC.

Witness my hand and official seal.

Carlinthia Mustiful Rogers

Notary Public in and for the State of Texas

My Commission Expires: OCTOBER, 1990

FILED
TARRANT COUNTY, TEXAS
87 FEB 9 P2:29
SUZANNE HENDERSON COUNTY CLERK

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

FEB. 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED TIEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE [illegible] PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

15 Pg

AMENDMENT TO
RESTRICTIVE COVENANTS FOR
LOTS 58, 61, 63-67; BLOCK 6; FIRST FILING
AND
LOTS 1-12; BLOCK 15; SEVENTH FILING REVISED,
WOODLAND HILLS, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that MEKON, INC., a Texas Corporation, being the owner of the following lots in WOODLAND HILLS, FIRST FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lots 58, 61, 63-67; Block 6

as reflected by Plat recorded in Volume 388-186, Pages 52 and 53, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND that MEKON, INC., a Texas Corporation, being the owner of the following lots in WOODLAND HILLS, SEVENTH FILING REVISED, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lots 1-12; Block 15

as reflected by Plat recorded in Volume 388-186, Page 54, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. "Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Area.

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By Texas Deputy

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to MEKON, INC., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Subdivision of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Subdivision of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing of record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such deletions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties, in the discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of motor vehicles with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or trailers, shall not be maintained, stored or kept on any lot provided the same shall be completely within a structure or enclosure which has been approved in writing by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

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Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of

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enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchaser thereof to the beneficial interest in the personal property associated with the Lot.

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ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of properties, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purposes reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members, of which is located thereon a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be of such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from

time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees, expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

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C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

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Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the

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BY T. Peters Deputy

presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

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Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the First mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. SUZANNE HENDERSON, COUNTY CLERK Deputy

under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Mary K. Sanders
Secretary

M. Kon Inc

By: [signature]

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 11th day of July, 1986, by Jerry M. Honeycutt, a Notary Public.

Witness my hand and official seal.

Jerry M. Honeycutt
Notary Public in and for
the State of Texas

My Commission Expires: 11-21-89

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS
STEVE HENDERSON, COUNTY CLERK

'86 AUG 21 P1:06

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

AUG 21 1986

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS
SUZANNE HENDERSON, COUNTY CLERK

86590 809

STATE OF TEXAS
COUNTY OF TARRANT } I, SUZANNE HENDERSON, County Clerk in and for said County and State, do hereby certify that the above and foregoing is a true and correct copy of the instrument, filed for record on the 21 day of Aug 1984 and duly recorded on the 21 day of Aug 1984 in Instrument Number _____ or in Volume 8659 Page 832 of the Deed Records of Tarrant County, Texas.

WITNESS my hand and seal of office at Fort Worth, Texas this 31 day of Oct 2002

SUZANNE HENDERSON, COUNTY CLERK
TARRANT COUNTY, TEXAS
By Tela Peters Deputy

4303 Martin Parkway

ANNOUNCEMENT TO
RESTRICTIVE COVENANTS FOR LOT 62, BLOCK 6,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Doug Lloyd and Wife Veronica Lloyd being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 62, Block 6 146 52

as reflected by Plat recorded in Volume 388-100 Pages 44 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Doug and Veronica Lloyd

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_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

E. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

F. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Marcia Parkway.

G. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Horse boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each member shall strictly comply with.

Section 1. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchaser thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $150.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its association to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine to be necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas; wages, charges for water used by the Association, grounds maintenance, any expense of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments either then by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Association's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction of unexpected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment rate for any lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Notice and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Nonpayment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrances or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By: [signature]

STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 1984, by _____, a _____.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires [illegible]

[illegible]

DEC 13 1966

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED HEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

DEC 21 1966 PM

VOL. 8779 PG. 258

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 68, BLOCK 6,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Southcreek, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 68, Block 6

as reflected by Plat recorded in Volume 388-166, Pages 44 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Southcreek, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchaser thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed thereto, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Southwest Inc

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 31st day of October, 1986, by [illegible], a [illegible].

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: [illegible]

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Records of Tarrant County, Texas, on the stamped hereon as shown.

NOV 14 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
'86 NOV 14 A11:58

LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF COLOR OR RACE ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 5, BLOCK 9,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Larry Austin, a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 5, Block 9

as reflected by Plat recorded in Volume 388-185, Pages 32 and 33, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "Covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Area.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Larry Austin.

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_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the Approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the Developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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c. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 5. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual Assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The Assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its Annexation to the Properties, having in mind the additional amenities furnished to the particular Lot and otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows.

A. From and after January 1, 1983, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1983, the maximum annual assessment may be increased above ten percent (10%) by a vote of onehalf (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be onehalf of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8 Duty of the Board of Directors. The Board of Directors shall fix the amount of the Annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an Assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

[illegible]
Secretary

By: [illegible]

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 1986, by [illegible], a [illegible].

Witness my hand and official seal.

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

My Commission Expires: [illegible]

N 8659M1206

[illegible]

[illegible]

ANY PROVISION [illegible] THE [illegible] OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

[illegible]

[illegible] 1988

[illegible]

[illegible]

[illegible] 8659[illegible]1207

3305 Witten Woods Ct.

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 16, BLOCK 9,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Allan D. Youngblood & wife, Barbara N. Youngblood, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 16, Block 9

as reflected by Plat recorded in Volume 388-186 Pages 32 and 33, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Allan D. Youngblood, Barbara N. Youngblood

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3305 Witten Woods Court

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any Builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchaser thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association Annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvement and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the cost of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments: Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Sherwood Hunt Inc.

[illegible]
Secretary

By: Barbara Ephraim Gilford

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 15th day of [illegible], 1986, by [illegible], a [illegible].

Witness my hand and official seal.

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

My Commission Expires: [illegible]

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COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Records of Tarrant County, Texas, as indicated hereon.

AUG 21 1986

[illegible]
COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE

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.

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... OF TEXAS	§	AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 54,
	§	BLOCK 6, WOODLAND HILLS, FIRST FILING, AN ADDITION
...NTY OF TARRANT	§	TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, ...c., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Associa-...on.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for ...e common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 54, Block 6, in Woodland Hills, First Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants cov-...ing Phase I, First Filing, Woodland Hills, recorded in Volume 7800, Page 883, ... the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants ...eviously filed and hereby impress the following restrictions upon their Lot in ...dition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, ...ith or without wheels, on the Lot is expressly prohibited. Motor boats, house ...oats, and similar water-borne vehicles or travel trailers may be maintained, ...tored, or kept on the Lot provided the same are housed completely within a ...tructure or enclosure which has been approved architecturally by the Architec-...ural Control Committee. All vehicles belonging to Owners, or guests of Owners, ...ust be parked overnight in the Owners' driveway or in the above-mentioned ...nclosure. In no case may the vehicles of the Owners, or guests of the Owners, ...e parked overnight on the streets of the subdivision or within the improved ...ard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the ...rounds around all living units shall be seeded, sodded, or otherwise planted b... ...he Owners thereof with grass or other ground cover or plantings and maintaine... ...n a clean and attractive manner free of dust and weeds. All fences on Lots ...hall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the ...and, and shall be binding on all persons claiming any interest in the Lot until ...anuary 1, 2014. On that date, these covenants shall be automatically extended ...or successive periods of ten (10) years, unless a majority of the owners of the ...ots affected by the Restrictive Covenants agree to change any Restrictive ...ovenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Associa-...ion, and agree to abide by the Articles of Incorporation and Bylaws of the ...ssociation, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such ...nnual and special assessments as fixed and established by the Board of Direc-...ors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 11th date of August, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: [signature]

Its: President

OWNERS:

By: [signature]

By: [signature]

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 11th day of August, 1987, by [signature] and [signature], Owners.

[signature]

NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: Carol L. Johnson

MY COMMISSION EXPIRES:

:ATE OF TEXAS §
§
:OUNTY OF TARRANT §

AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 58, BLOCK 8, WOODLAND HILLS, FIRST FILING, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

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A. "Association" shall mean the Woodland Hills Homeowners Association, c., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Associa- on.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for e common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 58, Block 8, in Woodland Hills, First ling, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants cov- ing Phase I, First Filing, Woodland Hills, recorded in Volume 7800, Page 883, the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants eviously filed and hereby impress the following restrictions upon their Lot in dition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, th or without wheels, on the Lot is expressly prohibited. Motor boats, house ats, and similar water-borne vehicles or travel trailers may be maintained, ored, or kept on the Lot provided the same are housed completely within a ructure or enclosure which has been approved architecturally by the Architec- ral Control Committee. All vehicles belonging to Owners, or guests of Owners, st be parked overnight in the Owners' driveway or in the above-mentioned closure. In no case may the vehicles of the Owners, or guests of the Owners, parked overnight on the streets of the subdivision or within the improved rd of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the ounds around all living units shall be seeded, sodded, or otherwise planted by e Owners thereof with grass or other ground cover or plantings and maintained a clean and attractive manner free of dust and weeds. All fences on Lots all be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the nd, and shall be binding on all persons claiming any interest in the Lot until nuary 1, 2014. On that date, these covenants shall be automatically extended r successive periods of ten (10) years, unless a majority of the owners of the ts affected by the Restrictive Covenants agree to change any Restrictive venants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Associa- on, and agree to abide by the Articles of Incorporation and Bylaws of the sociation, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such nual and special assessments as fixed and established by the Board of Direc- rs, in accordance with the Bylaws, to be used exclusively for the purpose of

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. SUZANNE HENDERSON, COUNTY CLERK BY Deputy

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 17th date of June, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: Mary K. Sanders

Its: Secretary

OWNERS:

By: E. A. Thomas

By: Fran W. Thomas

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 17th day of June, 1987, by E. A. Thomas and Fran Thomas, Owners.

Mary Roberts
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:
8-28-90

NOTARY'S PRINTED NAME: Mary Roberts

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. SUZANNE HENDERSON, COUNTY CLERK
BY T. Peters Deputy

'87 JUN 18 A11:23

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. SUZANNE HENDERSON, COUNTY CLERK

BY _____ Deputy

RETURN TO: LARRY COLE COS.
807 FOREST RIDGE #104
BEDFORD, TX. 76022

STATE OF TEXAS }
COUNTY OF TARRANT } I, [illegible] County Clerk in and for said County and State aforesaid, do hereby certify that the above and foregoing is a true and correct copy of the instrument filed for record on the 18 day of June 1987 and duly recorded on the 18 day of June 1987 in Instrument Number _____ or in Volume 8981 Page 1119 of the Deed Records of Tarrant County, Texas.

Witness my hand and seal of office at Fort Worth, Texas this 31 day of Oct 2002

SUZANNE HENDERSON, COUNTY CLERK
TARRANT COUNTY, TEXAS

By: Teia Peters Deputy

STATE OF TEXAS §
COUNTY OF TARRANT §

§ AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 40-R, BLOCK 8, WOODLAND HILLS, SECOND FILING, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

5.00 M 0
1000 17761 1 05/20/87

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 40-R, Block 8, in Woodland Hills, First Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase III, Second Filing, Woodland Hills, recorded in Volume 8173, Page 1209, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impose the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 1st date of April, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: Mary K. Sandro

Its: SECRETARY

OWNERS:

By: Delbert B. Duncan

By: Judy B. Taylor Duncan

Judy B. Taylor Duncan

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 1st day of April, 1987, by Delbert B. Duncan and Judy B. Taylor Duncan Owners.

Sharon Knightstep

NOTARY PUBLIC, STATE OF TEXAS

NY COMMISSION EXPIRES: 5/31/89

NOTARY'S PRINTED NAME: Sharon Knightstep

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT }
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Tarrant County, Texas, as stamped hereon by me.

MAY 20 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY
87 MAY 20 AM 11:34
SUZANNE HENDERSON
COUNTY CLERK
BY _____

Return To:
LARRY COLE COMPANIES
607 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

Unofficial Document

STATE OF TEXAS }{ AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 8,
}{ BLOCK 9, WOODLAND HILLS, FIRST FILING, AN
}{ ADDITION TO THE CITY OF COLLEYVILLE, TARRANT
COUNTY OF TARRANT }{ COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 8, Block 9, in Woodland Hills, First Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase I, First Filing, Woodland Hills, recorded in Volume 7800, Page 883, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Associa-

tion such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments, and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILTY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 29 date of June, 1988.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: Butch Johnson

Its: President

OWNERS:

By: James L. Murray

By: Joan E. Murray

STATE OF TEXAS }
COUNTY OF TARRANT }

The foregoing instrument was acknowledged before me this 29 day of June, 1988, by James L. Murray, Joan E. Murray, Owners.

MY COMMISSION EXPIRES: 5-22-93

Laura R. Baggett
NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: Laura R. Baggett

AFTER RECORDING RETURN TO:

D189134018
MARKEY & ASH
P O BOX 110666
ARLINGTON, TX 76007

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

F I L E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T
T O: MARKEY & ASH

RECEIPT NO	REGISTER	PRINTED DATE	TIME
189246895	DR92	08/18/89	12:32

	INSTRUMENT FILED	AMOUNT	FILED	TIME	
1	D189134018 MO	5.00	890813	12:32	DK 2972

T O T A L : DOCUMENTS: 01 F E E S 5.00

B Y: V

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

09677 0550

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WD

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 52, BLOCK 6,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Kenneth J. McGovern and wife, Charlotte G. McGovern, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 52, Block 6

as reflected by Plat recorded in Volume 388-18b Pages 52 and 53, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Kenneth J. McGovern, Charlotte G.

McGovern , its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with repect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property releated thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By: Kenneth W. Green

STATE OF TEXAS §

COUNTY OF TARRANT §

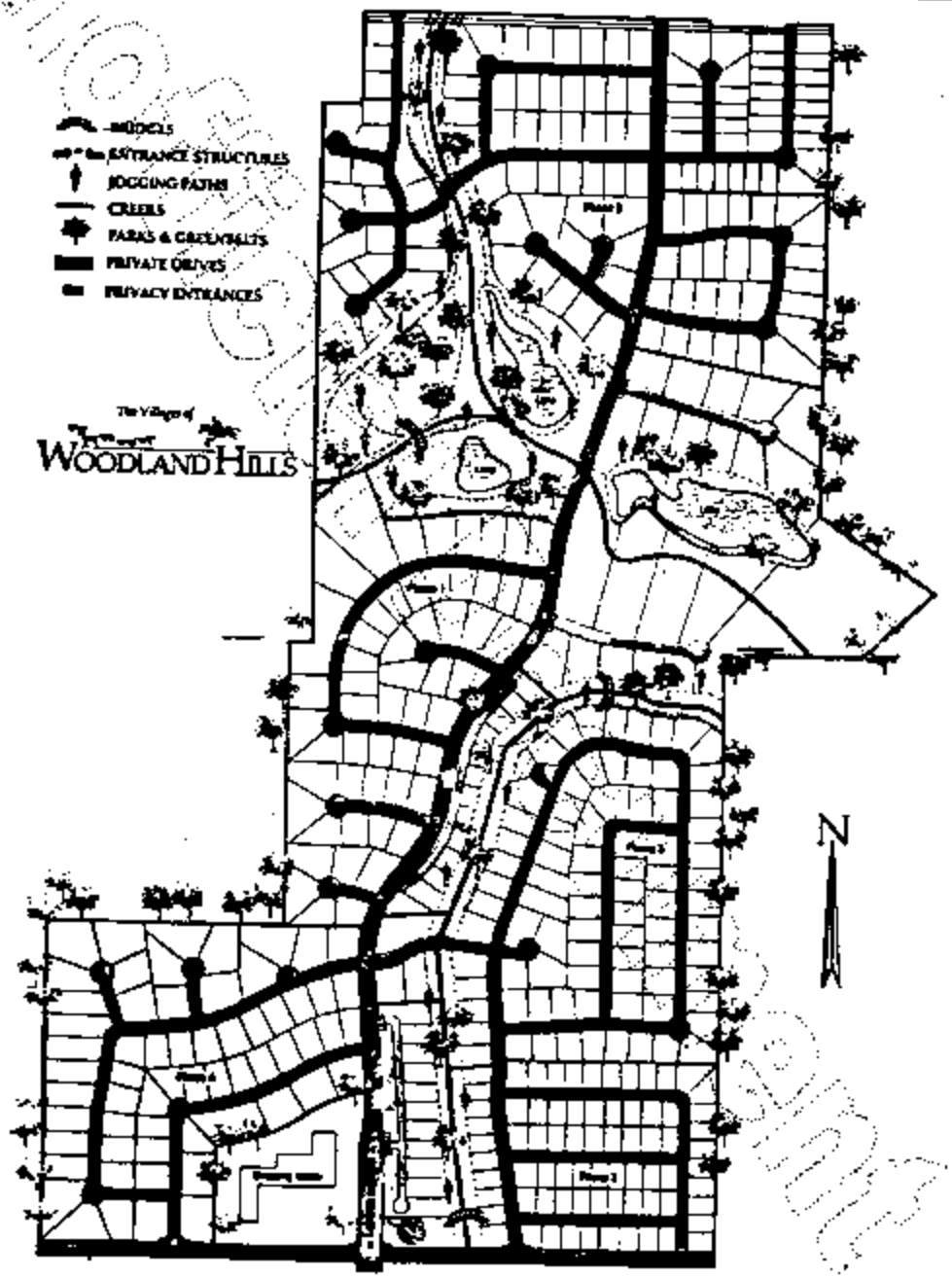
The foregoing instrument was acknowledged before me this 19 day of August, 1986, by Kenneth W. Green, a owner.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 7/1/88

SITE PLAN


BRIDGES
ENTRANCE STRUCTURES
JOGGING PATHS
CREEKS
PARKS & GREENBELTS
PRIVATE DRIVES
PRIVACY ENTRANCES
The Village of
WOODLAND HILLS
N

Unofficial Document

FILED
TARRANT COUNTY, TEXAS
'87 FEB 9 P2:29

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly recorded in the volume and page of the Official Records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

VOL. 8838 PG. 959

STATE OF TEXAS §
COUNTY OF TARRANT §

AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 40-R, BLOCK 8, WOODLAND HILLS, SECOND FILING, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

1000 17761 1 5.00 W D 05/20/87

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 40-R, Block 8, in Woodland Hills, First Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase III, Second Filing, Woodland Hills, recorded in Volume 8173, Page 1209, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 1st date of April, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: Mary K. Sandiso

Its: SECRETARY

OWNERS:

By: Delbert B. Duncan

By: Judy B. Taylor Duncan

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 1st day of April, 1987, by Delbert B. Duncan and Judy B. Taylor Duncan Owners.

Sharon Knightstep
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: 5/31/89

NOTARY'S PRINTED NAME: Sharon Knightstep

UNOFFICIAL DOCUMENT

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Tarrant County, Texas, as stamped hereon by me.

MAY 20 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY
87 MAY 20 AM 11:34
SUZANNE HENDERSON
COUNTY CLERK
BY _____

RETURN TO:
LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

VOL. 8949 PG. 2270

STATE OF TEXAS)

COUNTY OF TARRANT)

AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS, that Southcreek, Inc., a Texas corporation, being the owner of all of the lots in Woodland Hills, First Filing, an addition to the City of Colleyville, Tarrant, County, Texas, TO WIT:

Lots 26 - 58	Block 8
Lots 1 - 23	Block 9
Lots 45 - 55	Block 6

as reflected by Plat recorded in Volume 388-166, Page 43, Plat Records, Tarrant, County, Texas, which plat is incorporated herein by reference for all interests and purposes, and whereas the owner desires to impress said property with restrictive covenants as hereinafter set forth in order to insure uniformity and harmony in the character of the buildings and to maintain a high quality residential neighborhood for the protection, use and benefit of each purchaser

NOW, THEREFORE, Southcreek, Inc., does hereby adopt the plan and subdivision of said tract as described above, does hereby dedicate and does hereby further impress said property with the following restrictive covenants which shall run with the title to said land and shall be binding upon all parties and persons claiming said land or any part thereof until January 1, 2014, at which time, said covenants shall be automatically extended for successive periods of ten (10) years, unless by agreement of the majority of the owners of the lots comprising said subdivision, it is then agreed to change said covenants in whole or in part, and any and all conveyances of any and all of the lots comprising said subdivision shall be deemed to subject to the restrictive covenants herein set forth, which shall, for all legal purposes be conclusively deemed to be part of each deed or conveyance of any lot or portion hereof in said subdivision. Invalidation of any one of these covenants or restrictions by judgment or order of the court shall in no wise effect any of the other provisions hereof, which shall remain in full force and effect.

1

The restrictions herein set forth are imposed upon each lot and plot of land for the benefit of each and every other lot and plot, shall constitute covenants running with the land, and shall inure to the benefit of such land, and their heirs and assigns, and each and every purchaser of and person acquiring any interest in any part of such land, and their heirs and assigns, and all persons acquiring any of the land covered by these restrictions shall be taken to agree and covenant to conform to and observe all such restrictions as to the use of said land (no restrictions or covenants herein set forth shall be binding on any corporation, person or persons except in respect to breaches committed during the time such corporation or person owns or has an interest in said land or part hereof; and the undersigned, its successors and assigns, and the owner or owners of any part of such land and of any interest therein, setting jointly or severally shall have the right to sue for and obtain an injunction to prevent the breach of, or to enforce the observance of, the restrictions and covenants above set forth in addition to the ordinary legal action for damages, and the failure of any one or all of such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so at any time thereafter, nor shall the failure to enforce such restrictions as to any one or more lots or plots, or as to any one or more owners thereof, be deemed a waiver of the right, to enforce them as to any and all other lots and owners; nor shall the failure of the undersigned to enforce any such covenants, conditions or restrictions give rise to any cause of action, or it by any other person.

DUE AND DEFAULT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: SUZANNE HENDERSON, COUNTY CLERK
BY _____ Deputy
7800 PAGE 883

Attorney's Fees

In the event it shall be necessary for any owner to place this agreement in the hands of an attorney for the enforcement of any of such owner's rights hereunder or for the recovery of any monies due to such owner hereunder, and it is necessary to bring suit for the enforcement of such rights or such recovery, the prevailing party in such suit shall recover from the losing party all costs of court and reasonable attorney fees, as determined by the court, in addition to any other relief or recovery awarded by the court.

II

All of the lots and blocks are hereby restricted and designated as residential lots.

III

No erection of building or exterior additions or alterations, including signs to any building situated upon the properties, nor any construction of any kind whatsoever, nor erection of or changes or additions in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and locations in relation to surrounding structures and topography by an Architectural Control Committee composed by the Board of Directors of Southcreek, Inc., or by three (3) or more representatives appointed by the Board. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in the event, if no suit to enjoin the addition, alteration or changes has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to compensation for services performed pursuant to the Article. Duplicate plans for the erection of any structure on any lot must be prepared by a registered architect or recognized professional designer and shall be submitted to the Architectural Control Committee for approval, one of which will be retained in the Developer's permanent files. All plans shall contain as a minimum, the following information:

a. A foundation plan showing a cross section of the beams, etc., with reinforced steel indicated.

b. A floor plan showing the total square feet of living area.

c. The exterior elevation showing the front, rear and the side elevations, complete with all ornamental and decorative details.

d. The specifications indicating type, grade and color, where applicable, of all exterior materials must be shown.

e. A plot plan showing the location of improvements, sidewalks, patios, driveways, fences, and retaining walls. Lot drainage provisions are to be indicated and cut and fill details, if any, appreciable changes in the lot contours is contemplated.

No builder shall obtain a building permit from the City of Colleyville to any lot until house plans, as described above, have been submitted to and approved by the Architectural Control Committee. The Architectural Control Committee shall have the authority to vary these restrictions when it feels it is in the best interest of [illegible] Hills to do so.

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. SUZANNE HENDERSON, COUNTY CLERK
Deputy

IV

Every residential building erected upon any lot or premises shall not protrude forward of the building line shown on the recorded plat. The front of said dwellings shall be located back of the recorded front property line. No residence, dwelling or outbuilding shall be erected nearer than ten (10) feet from the inside line of such building plat or premises or nearer than fifteen (15) feet from the side street of such building plat or premises or nearer than the rear twenty-five (25) feet of any yard. The undersigned reserves the right to change, in writing, any building lines shown on the plat referred to herein or setback lines from the side lines shown on the said plat referred to in these restrictions, so long as the undersigned hold legal title to such lots and likewise, reserves the right to make such changes with the consent of the owners of the property involved after the undersigned has conveyed the title to such property.

V

No building shall be erected on any residential lot except one detached single family dwelling, and outbuildings used in connection therewith; the term "outbuilding" shall include only a garage, either attached or detached, and servants quarters detached from the building. Such garage or servants quarters may include a laundry room or laundry facilities to be used only for the convenience of the occupants of the dwelling and not as a public laundry, and except as herein set out , no other outbuildings may be located upon such residential building plot or premises, excepting, of course, childrens playhouses or buildings of like nature, used for the convenience and pleasure of the occupants of the dwelling. Every residence on a corner lot shall face on the street designated by the undersigned and shall present a good appearance on the other street on which it is located.

Garages: Every garage shall be attached to the residence or breezeway or covered porch attached to the residence, and none shall have an opening facing a street. All corner lots shall have rear entry garages only.

VI

Total living area, (exclusive of porches and garages) of the main structure on any residential lot or premises shall not be less than the square footage opposite the lots described as follows:

Block 8	Lots 27 - 58	2800 sq. ft.
Block 9	Lots 1 - 23	2800 " "
Block 6	Lots 45 - 49	4000 " "
Block 6	Lots 50 - 55	3500 " "

The minimum floor area of the main structure, exclusive of open porches and garages, shall be not less than 2,800 square feet minimum for a one story house. For one & one-half or two story houses, 1,500 square feet will be minimum on the first floor. Exposed exterior wall area of the first floor, exclusive of doors, windows, or gables shall be 75% masonry. Masonry material shall be quality and appearance equal or superior to standard clay or shale common brick, color pigment Portland Cement brick or Quarried stone Roofs shall be of wood shingles or tile roofs or any approved roofing material approved at the exclusive election of the Dedicator or the Architectural Control Committee. Roofs of composition shingles will not be allowed.

VII

No fence shall be erected on any residential lot nearer to the front property line than five (5) feet behind the front of the main residence, and no fence shall be erected on any corner lot nearer to the side streets than five (5) feet of the property line of [illegible] lot. No fence may be installed upon any pedestrian easement [illegible] approved by the Architectural Control Committee. All f[illegible] be of wooden material, unless other type of material i[illegible] by the undersigned prior to the installation.

I HEREBY CERTIFY THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS.
SUZANNE HENDERSON, COUNTY CLERK
BY _____ DEPUTY

VIII

All houses and structures permitted under these restrictions shall be completed within twelve (12) months, once construction is started. No house shall be occupied as a residence until it is completed in accordance with the provisions of these covenants. No house or structure may be occupied until the premises are properly connected with the city sewage system.

IX

No livestock, poultry, farm animals or wild animals of any kind shall be kept on any lot in this addition other than domestic household pets, with the exception of those lots zoned R-30 which shall have a permit from the City of Colleyville.

X

No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any residential lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XI

No garage or other outbuildings erected on any residential building plot or premises, and no basements, trailer, tent or shack, or other buildings or shelter erected or located thereon, except one detached single family dwelling, shall at any time, ever be used, either temporarily or permanently as a residence. This restriction shall not apply to servants quarters bonafidely occupied by domestic servants of an owner or tenant of such plot or premises.

XII

No obnoxious or offensive trade shall be carried on upon any plot or premiese, nor shall anything be done thereon which may become an annoyance to the neighborhood. No outbuilding or residence or any residential lot shall be used for commercial purposes whatsoever.

XIII

Southcreek, Inc. and its assigns and successors may place or install subdivision development signs, billboards, and real estate signs and temporary buildings on any lot in this addition which may remain until all lots are built on and houses are sold and occupied. No preexisting permanent house, dwelling and/or structure or prefabricated dwelling of any kind or character whatsoever may be moved into or placed upon any lot in said addition. A new structure only shall be erected on and permitted to remain on any lot in said addition. However, temporary trailers, trailer houses, shops, storage sheds, or buildings used in conjunction with building and selling residences are permitted to be installed and remain until subdivision houses are complete and occupied.

XIV

Open space restrictions shall apply to all lots abutting intersections which shall contain an open space restriction which shall be a line twenty-five (25) feet from the point of intersection along the lot line that faces the street and with a diagonal line from each twenty-five (25) foot dimension creating the open space, a triangle which is an open space easement. No structure, object or plant of any type exceeding twenty-four (24) inches in height above the top of the curb including but not limited to buildings, fences, walls, signs, trees, shrubs, cars, trucks, etc. may hereafter be placed in the open space easement described herein. This shall remain in effect until vacated by Dedicator.

STATE OF TEXAS
COUNTY OF TARRANT
I HEREBY CERTIFY THAT THIS IS AN EXACT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS.
SUZANNE HENDERSON, COUNTY CLERK
BY _____ Deputy

XV

The owners of the lots shall be responsible for maintenance of the Pedestrian Easement as indicated on the plat referred to herein located between their lot lines and the streets on which the lots face, which shall include the installation of sidewalks and the maintenance thereof as designated by the Architectural Control Committee. Owners of lots bordering Martin Drive are required to construct sidewalks on said lot where designated by the Architectural Control Committee. The owners of the improved property shall likewise maintain the exterior of all structures on their lot and their yards, hedges, plants, and shrubs in a neat and trim condition at all times. Nothing shall be done on any lot which shall be or become an annoyance or nuisance to the neighborhood.

XVI

Underground utility service, including electric service of the type known as 120/240 volt, single phase, 3 wire, 60 cycle alternating current and telephone service has been made available to all lots or such other underground utility service as Dedicator shall approve. The grantees of such lots agree for themselves, their heirs, successors and assigns, not to request any electric service of any character, other than that provided by such underground facilities. Since it is the purpose and intent of these covenants and restrictions that utility service in said Addition shall be maintained underground, no poles, towers, television satillite dishes, nor overhead lines, shall be installed for any purpose on any building sites without written permission of the Architectural Control Committee.

XVII

No boats, trailers, mobile homes or trucks with tonnage in excess of 3/4 tons shall be permitted to park on the streets, driveways, or lots overnight, unless they can be located in a garage or rear entry drive in such a way as not to be visible from the street, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.

XVIII

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot, or parcel of land, upon which the improvements are to be erected, and shall not be placed in the street between the pavement and property lines.

No stumps, trees, underbrush or any refuse of any kind, nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material shall be immediately removed. Any material left on the lot or adjoining lots that is not disposed of promptly may be disposed of by the Developer and payment for such service to be borne by the builder or homeowner.

XIX

Should any questions arise on these restrictions, the interpretation of the Architectural Control Committee shall be final.

Should any dispute arise between two or more property owners, the Architectural Control Committee shall serve as the [illegible] committee, and their decision shall be binding on [illegible] the dispute.

THIS AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS
SUZANNE HENDERSON, COUNTY CLERK
BY _____ Deputy

EXECUTED this 12th day of April, 1984.

SOUTHCREEK, INC.

BY: Larry R Cole

ITS: President

STATE OF TEXAS)

COUNTY OF ARRANT)

BEFORE ME, the undersigned in and for the County and State on this day personally appeared Larry R Cole, known as its President, the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said SOUTHCREEK, INC., and that he executed the same as the act of such corporation for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL this 12th day of April, 1984.

Glenn L. Schneider

Notary Public, Tarrant County, Texas

April 5, 1985

Commission Expiration Date

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. SUZANNE HENDERSON, COUNTY CLERK

BY _____ DEPUTY

7800 PAGE 885

GF#84-1253-FGR

RESTRICTIONS

SOUTHCREEK, INC.

TO

THE PUBLIC

APR 13 03:06

RETURN INSTRUMENT TO:

First American Title Co.
803 Forest Ridge, Suite 108
Bedford, Texas 76022

COUNTY OF TARRANT
STATE OF TEXAS
I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly recorded in the Tarrant County Texas, as stamped hereon by me.

APR 13 1984

Madrin Hoffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS; SUZANNE HENDERSON, COUNTY CLERK

BY _____ Deputy

7860 MR 8N4

STATE OF TEXAS }
COUNTY OF TARRANT } I, SUZANNE HENDERSON, County Clerk in and for said County and State do hereby certify that the above and foregoing is a true and correct copy of the instrument filed for record on the 13 day of April 1984 and duly recorded on the 13 day of April 1984 as Instrument Number _____ or in Volume 7800 Page 833 of the Real Prop Records of Tarrant County, Texas.

WITNESS my hand and seal of office at Fort Worth, Texas this 20 day of Oct. 02.

SUZANNE HENDERSON, COUNTY CLERK
TARRANT COUNTY, TEXAS
By Jacqy Moncrief Deputy

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 10, BLOCK 9,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Ben H. Love, and wife, Ann Love, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 10, Block 9

as reflected by Plat recorded in Volume 388-186, Pages 52 and 53, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Ben H. Love, Ann Love

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted co Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by; the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special Assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Mary L. Sanders
Secretary

By: Ann A. Lane

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 11th day of November, 1986, by Mary Roberts, a Texas Notary.

Witness my hand and official seal.

Mary Roberts
Notary Public in and for
the State of Texas

My Commission Expires: _____

FILED
TARRANT COUNTY TEXAS
'87 FEB -9 P2:29

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF [illegible] ARE INVALID UNDER FEDERAL LAW [illegible]

ARE [illegible] THE SALE, RENTAL, [illegible] TO VIOLATE [illegible] BE UNDER FEDERAL LAW.

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

VOL. 8838 PG. 950

TATE OF TEXAS $ AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT _ ___,
$ BLOCK __ ___, WOODLAND HILLS, FIRST FILING, AN ADDITION
OUNTY OF TARRANT $ TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

1000 33640 5.00 W O 09/09/87

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, nc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Associa- ion.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for he common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot _____, Block _____, in Woodland Hills, ___ iling, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants cov- ring Phase I, First Filing, Woodland Hills, recorded in Volume 7800, Page 883, f the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants reviously filed and hereby impress the following restrictions upon their Lot in ddition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, ith or without wheels, on the Lot is expressly prohibited. Motor boats, house oats, and similar water-borne vehicles or travel trailers may be maintained, tored, or kept on the Lot provided the same are housed completely within a tructure or enclosure which has been approved architecturally by the Architec- ural Control Committee. All vehicles belonging to Owners, or guests of Owners, ust be parked overnight in the Owners' driveway or in the above-mentioned nclosure. In no case may the vehicles of the Owners, or guests of the Owners, e parked overnight on the streets of the subdivision or within the improved ard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the rounds around all living units shall be seeded, sodded, or otherwise planted by he Owners thereof with grass or other ground cover or plantings and maintained n a clean and attractive manner free of dust and weeds. All fences on Lots hall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the and, and shall be binding on all persons claiming any interest in the Lot until anuary 1, 2014. On that date, these covenants shall be automatically extended or successive periods of ten (10) years, unless a majority of the owners of the ots affected by the Restrictive Covenants agree to change any Restrictive ovenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Associa- ion, and agree to abide by the Articles of Incorporation and Bylaws of the ssociation, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such nnual and special assessments as fixed and established by the Board of Direc- ors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members Voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this _____ date of _____, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: _____

Its: _____

OWNERS:

By: _____

By: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of _____, 1987, by _____ and _____, Owners.

NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: _____

MY COMMISSION EXPIRES: _____

Unofficial Document

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

SEP - 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 75022

Please Return To:

SUZANNE HENDERSON
COUNTY CLERK
BY

87 SEP -9 AM 9:59

TARRANT COUNTY, TEXAS

Unofficial Document

17.00
WD

RESTRICTIVE COVENANTS FOR LOTS 45-49, BLOCK 6,
WOODLAND HILLS, FIRST FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

THE STATE OF TEXAS $ 1000 32276 17.00 W D 3 08/21/84

COUNTY OF TARRANT $

KNOW ALL MEN BY THESE PRESENTS that Southcreek, Inc., a Texas corporation, being the Owner of the following lots in WOODLAND HILLS, FIRST FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lots 45-49, Block 6

as reflected by Plat recorded in Volume 388-166, Pages 43 and 44, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes, and

WHEREAS, Owner desires to impress said property with restrictive covenants as hereinafter set forth in order to insure uniformity and harmony in the character of the buildings and to maintain a high quality residential neighborhood for the protection, use and benefit of each purchaser.

NOW, THEREFORE, SOUTHCREEK, INC. does hereby adopt the following additional restrictive covenants affecting the hereinabove described lots only, does hereby dedicate and does hereby further impress said property with the following restrictive covenants in addition to those recorded in Volume 7800, Page 883, Deed Records, Tarrant County, Texas, which additional covenants shall run with the title to said land and shall be binding upon all parties and persons claiming said land or any part thereof until January 1, 2014, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless it is agreed by a majority of the owners of the lots to change said covenants in whole or in part, and any and all conveyances of any and all of these lots shall be deemed to be subject to the restrictive covenants hereinafter forth, and those previously recorded as referred to [illegible] which shall, for all legal purposes be conclusively [illegible] to be

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. SUZANNE HENDERSON, COUNTY CLERK
BY

VOL 7926 PAGE 1070

part of each deed or conveyance of any lot or portion thereof. Invalidation of any covenants or restrictions by judgment or order of the court shall in no wise affect any of the other provisions which shall remain in full force and effect.

I

The restrictions herein set forth are in addition to those restrictions previously filed in Volume 7800, Page 883, of the Deed Records of Tarrant County, Texas. These restrictions are made as an addition and supplement to those previously filed and in no way are meant to alter, change or be a substitute for any of the provisions previously on file. The restrictions herein set forth are imposed upon each lot and plot of land for the benefit of each and every other lot and plot, shall constitute covenants running with the land, and shall inure to the benefit of the landowners, their heirs and assigns, and each and every purchaser of and person acquiring any interest in any part of such land, and their heirs and assigns, and all persons acquring any of the land covered by these restrictions shall be taken to agree and covenant to conform to and observe all such restrictions as to the use of said land (no restrictions or covenants herein set forth shall be binding on any corporation, person or persons except in respect to breaches committed during the time such corporation or person owns or has an interest in said land or part hereof; and the undersigned, its successors and assigns, and the owner or owners of any part of such land and of any interest therein, setting jointly or severally shall have the right to sue for and obtain an injunction to prevent the breach of, or to enforce the observance of, the restrictions and covenants above set forth in addition to the ordinary legal action for damages, and the failure of any one or all of such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so at any time thereafter, nor shall the failure to enforce such restrictions as to any one or more lots or plots, or as to any one or more [illegible] thereof, be deemed a waiver of the right to enforce [illegible]

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. SUZANNE HENDERSON, COUNTY CLERK

any and all other lots and owners; nor shall the failure of the undersigned to enforce any such covenants, conditions or restrictions give rise to any cause of action against it by any other person.

II

There shall be a Homeowners Association for Lots 45 through 49, Block 6, to be called the WATERFORD GLEN HOMEOWNERS ASSOCIATION.

III

The Declarant, for each lot owned within Block 6, Lots 45 through 49, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed a covenant and agree to pay to the WATERFORD GLEN HOMEOWNERS ASSOCIATION:

(1) Annual assessments or charges, and
(2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing vendor's lien upon the property against which each such assessment is made (the said vendor's lien covering each lot being automatically transferred and signed by Declarant to the Association at the time Declarant completes the sale and conveyance of such lot). Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

IV

The assessments levied by the WATERFORD GLEN HOMEOWNERS ASSOCIATION shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the said lots; the private lake, a portion of which shall belong to said [illegible] any and all improvements to said lake; the operat[illegible] entrance gate on the street known as CARISBROOK COURT; the

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS SUZANNE HENDERSON, COUNTY CLERK BY

improvements, operation, administration, management, preservation and maintenance of all these common areas and any part thereof; and the payment of all expenses and obligation lawfully incurred by the WATERFORD GLEN HOMEOWNERS ASSOCIATION in connection with the common area or services for Lots 45-49, Block 6. The assessment shall also provide a reserve for operating purposes and the replacement of short-lived items and to discharge property taxes, if any, due with respect to the common area and facilities mentioned herein. It is understood that the judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges, and the expenditure of said funds, shall be final and conclusive so long as said judgment is exercised in good faith.

V

(a) Residental Lots. Lots 45 through 49, Block 6, after conveyance to an owner shall be assessed at a uniform rate in accordance with Section 6 below. For the purpose of assessments, the term "owner" shall exclude the Declarant, builder, contractor, investor, or other person or entity who purchases a lot for the purpose of construction of improvements thereon for resale to an owner for residential purposes.

(b) Declarant-owned Property. Declarant shall not be responsible for the payment of assessments relating to any Lot owned by Declarant.

VI

On January 2 of the year immediately following the conveyance of the first lot to an owner, the maximum annual general assessment which shall be apportioned to each of the Lots in accordance with the rates provided above shall be $5,000.00. The maximum annual assessment may be increased as hereinafter provided:

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

STATE OF TEXAS COUNTY OF TARRANT
I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS.
SUZANNE HENDERSON, COUNTY CLERK
BY

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased by an amount in excess of ten percent (10%) over the previous year's annual assessment upon 2/3rds affirmative vote of the members.

(c) Upon the annexation of additional lots to the Properties, the maximum annual assessment shall be adjusted in order to reflect the increase in costs reasonably anticipated by the Board of Directors incident to the increase in the Association's responsibilities and liabilities incurred as a result of the annexation of such Lots.

(d) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum.

VII

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of a majority of the members.

VIII

Any action authorized under Sections 4 or 5 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite majority vote of the members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate offices of the Association not later than thirty (30) days from the date of such meeting.

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. SUZANNE HENDERSON, COUNTY CLERK
BY _____ DEPUTY

IX

At no time shall the Association allow motor vehicles of any type on the lake, nor shall there be any boat dock which could in any fashion penetrate the vinyl lining of the lake.

X

In the event the maximum assessments (including increases allowable under Article IV, Section d) are insufficient to cover the actual costs of maintaining the Common Area within the Properties, Declarant shall be obligated to provide the Association with the amount required to make up such deficit, until the earliest of the events set forth in Article V, Section b, at which time the aforesaid obligations shall automatically terminate. Such obligation shall not, however, require Declarant to contribute additional funds required on account of any owner's default in the payment of assessments or any losses on account of fire or other casualty or takings by eminent domain nor shall such obligation apply to liability of the Association on account of the negligence or tortuous acts of its members, employees or agents.

The Declarant shall file similar restrictions on any other lots which are contiguous to the lake making those lots and lot owners a part of the WATERFORD GLEN HOMEOWNERS ASSOCIATION.

XI

The annual assessments provided for herein shall commence as to all Lots on the first day of the month immediately following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate, signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. The holder of any first mortgage on a Lot,

THIS AND CORRECT COPY OF ORIGINAL RECORD FILED IN TERRANT COUNTY TEXAS. ALEXANDRE HENDERSON, COUNTY CLERK
BY

and the governmental insuror or guarantor of such mortgage, shall be furnished with notice of any delinquency in the payment of assessments relating to such Lot which remains unsatisfied for a period of sixty (60) days.

XII

Any assessment not paid within five (5) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum or such higher rate as may, within legal limits, be set by the Association. The Association may bring an action at law against the owner personally obligated to pay such assessment, or foreclose the lien against such owner's Lot. Interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amunt of such assessment or charge. Each such owner, by his acceptance of a deed to his Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid ien by all methods available for the enforcement of such liens. The liens provided for in this Article shall be in favor of the Association and shall be for the benefit of all owners. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

XIII

The Vendor's Lien securing payment of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot provided such purchase money or improvement lien shall have been duly perfected prior to the date such assessments became due. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. [illegible] sale or transfer shall relieve such Lot, and the [illegible] from liability for any assessments thereafter becoming due or from

TRUE AND EXPENSE COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. JEANNE HENDERSON, COUNTY CLERK
BY _____ Deputy
7926 AUG 1976

the lien thereof.

EXECUTED this 14th day of August, 1984.

SOUTHCREEK, INC.

By: Larry R. Cole
Larry R. Cole, President

THE STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared LARRY R. COLE, President of SOUTHCREEK, INC., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of such corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of August, 1984.

Melinda Monroe
NOTARY PUBLIC, STATE OF TEXAS.
My commission expires: 6-30-86

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS
SUZANNE HENDERSON, COUNTY CLERK
BY _____ DEPUTY

VOL. 7926 PAGE 1977

GP# 84-1250-F-GR/cb FATC

RESTRICTIONS

FROM: SOUTHCREEK, INC.

TO: THE PUBLIC

RETURN TO: FIRST AMERICAN TITLE COMPANY
803 FOREST RIDGE, SUITE 108
BEDFORD, TEXAS 76022
ATTN: GAIL ROBERTSON

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS
SUZANNE HENDERSON, COUNTY CLERK
BY
DEPUTY

COUNTY OF TARRANT
STATE OF TEXAS
I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.
AUG 20 1984
Madrin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY TEXAS
'84 AUG 20 P2:28
MADRIN HUFFMAN
COUNTY CLERK
BY

STATE OF TEXAS
COUNTY OF TARRANT } I, SUZANNE HENDERSON, County Clerk in and for said County and State do hereby certify that the above and foregoing is a true and correct copy of the instrument, filed for record on the 20 day of Aug 1984 and duly recorded on the 30 day of Aug 1984 Instrument Number _____ or in Volume 7726 Page 1970 of the Deed Records of Tarrant County, Texas.

WITNESS my hand and seal of office at Fort Worth, Texas this 30 day of Oct 02.

SUZANNE HENDERSON, COUNTY CLERK
TARRANT COUNTY, TEXAS
By Jeremy Morgan Deputy

ADDENDUM TO DECLARATION OF COVENANTS
FOR WOODLAND HILLS, FIRST FILING,
AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

THE STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

That Southcreek, Inc., a Texas corporation, being the owner of all of the following lots in WOODLAND HILLS, FIRST FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lots 48-58, Block 8
Lots 26A and 27R-47R, Block 8
Lots 1-23, Block 9
Lots 45-55, Block 6

as reflected by Plat recorded in Volume 388-166, Pages 43 and 44, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes, and

WHEREAS, the owner desires to impress said property with restrictive covenants in order to insure uniformity and harmony in the character of the buildings and to maintain a high quality residential neighborhood for the protection, use and benefit of each purchaser; and

WHEREAS, the owner desires to adopt the previous plan as recorded in Volume 7800, Page 883, Deed Records, Tarrant County, Texas, incorporate that plan herein and make it a part hereof as if fully set forth herein at length, this being an addendum reflecting that Lots 48-58, Block 8, and Lots 26A, 27R-47R, Block 8, shall also be under the Restrictive Covenants contained in the Declaration of Covenants recorded in Volume 7800, Page 883, Deed Records, Tarrant County, Texas.

NOW, THEREFORE, SOUTHCREEK, INC. does hereby adopt the addendum to the Restrictive Covenants previously filed in Volume 7800, Page 883, Deed Records, Tarrant County, Texas, and does hereby dedicate and impress said property with those restrictive covenants recorded in Volume 7800, Page 883 which shall run with the title to said land and shall be binding upon all parties and persons claiming said land or any part thereof until January 1, 2014, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless it is

agreed by a majority of the owners of the lots comprising said subdivision to change said covenants in whole or in part, and any and all conveyances of any and all of the lots comprising said subdivision shall be deemed to be subject to the restrictive covenants previously filed, which shall, for all legal purposes be conclusively deemed to be part of each deed or conveyance of any lot or portion thereof in said subdivision. Invalidation of any one of the covenants or restrictions by judgment or order of the court shall in no wise effect any of the other provisions of the Covenants recorded in Volume 7800, Page 883, and this Addendum, the other provisions are to remain in full force and effect.

EXECUTED this 3rd day of August, 1984.

SOUTHCREEK, INC.

By: Larry R. Cole
Larry R. Cole, President

THE STATE OF TEXAS $

COUNTY OF TARRANT $

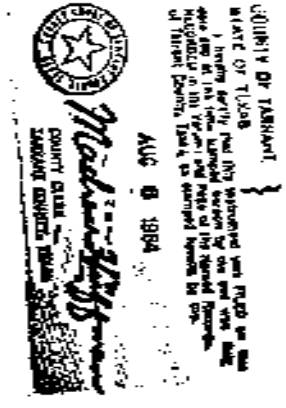
BEFORE ME, the undersigned authority, on this day personally appeared LARRY R. COLE, President of SOUTHCREEK, INC., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of such corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day August, 1984.

Barbe Robinson
NOTARY PUBLIC, STATE OF TEXAS.
My Commission Expires: 8-7-85

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

VOL 7912 PAGE 1417



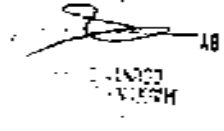
COUNTY OF TARRANT }
STATE OF TEXAS }

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 6 1984

Madrene Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

84 AUG -6 A9:09



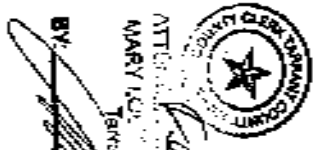
BY

ADDENDUM TO DECLARATION OF COVENANTS

SOUTHCREEK, INC.

TO

THE PUBLIC



A CERTIFIED COPY.

ATTEST: Feb. 27th, 2013

MARY LOU [illegible] County Clerk
Tarrant County, Texas

BY: [illegible] Deputy

FIRST AMERICAN TITLE COMPANY
800 Forest Ridge, Suite 108
Bedford, Texas 75002
(817) 283-3110
Metro 540-1322

7912 PG 1418

TATE OF TEXAS § AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 6,
§ BLOCK 1, WOODLAND HILLS, FIRST FILING, AN ADDITION
OUNTY OF TARRANT § TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

1000 33660 5.00 W 5 09/09/

A. "Association" shall mean the Woodland Hills Homeowners Association, nc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Associaion.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for he common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 6, Block 1, in Woodland Hills, First iling, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covring Phase I, First Filing, Woodland Hills, recorded in Volume 7800, Page 883, f the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants reviously filed and hereby impress the following restrictions upon their Lot in ddition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, ith or without wheels, on the Lot is expressly prohibited. Motor boats, house oats, and similar water-borne vehicles or travel trailers may be maintained, tored, or kept on the Lot provided the same are housed completely within a tructure or enclosure which has been approved architecturally by the Architecural Control Committee. All vehicles belonging to Owners, or guests of Owners, ust be parked overnight in the Owners' driveway or in the above-mentioned nclosure. In no case may the vehicles of the Owners, or guests of the Owners, e parked overnight on the streets of the subdivision or within the improved ard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the rounds around all living units shall be seeded, sodded, or otherwise planted by he Owners thereof with grass or other ground cover or plantings and maintained n a clean and attractive manner free of dust and weeds. All fences on Lots hall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the and, and shall be binding on all persons claiming any interest in the Lot until anuary 1, 2014. On that date, these covenants shall be automatically extended or successive periods of ten (10) years, unless a majority of the owners of the ots affected by the Restrictive Covenants agree to change any Restrictive ovenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Associaion, and agree to abide by the Articles of Incorporation and Bylaws of the ssociation, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such nnual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 9th date of September, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: [signature]

Its: Secretary

OWNERS:

By: [signature]

By: [signature]

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 9th day of September, 1987, by [signature] and [signature], Owners.

[signature]

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:

NOTARY'S PRINTED NAME: [signature]

1502
ub

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 7, BLOCK 9,
WOODLAND HILLS, First FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Joel L. Moberly and wife, Laurel T. Moberly, being the owner of the following lot in WOODLAND HILLS, First FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 7, Block 9

as reflected by Plat recorded in Volume 388-186, Pages 52 and 53, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Joel L. Moberly, Laurel T. Moberly

VOL. 8838 PG. 847

8838 p. 847 - 853

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration jur' prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be packed overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by; the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Association's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Carol L. Johnson
Secretary

By

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 21st day of September, 1986, by Carol L. Johnson, Notary Public.

Witness my hand and official seal.

Carol L. Johnson
Notary Public in and for
the State of Texas

My Commission Expires: 3-7-88

REAL ESTATE INFORMATION SERVICES, INC.

Cecilia A. Thomas
Attorney at Law
1701 River Run Rd. Suite 1109 River Plaze Tower
Fort Worth, Texas 76107

ABSTRACTOR'S INFORMATION LETTER

No. 94-230-15

In compliance with your request we have searched the County Clerks Records, to the following property for Deed Restriction and our search reflects the following information:

5. 4403 EATON CIRCLE: Being Lot 8, Block 9, WOODLAND HILLS, 1st FILING ADDITION, an addition to the City of Colleyville, Tarrant County, Texas, according to the Plat thereof recorded in Volume 388-166, page 43, Deed Records, Tarrant County, Texas.
Thomas & Patsy Norris

RESTRICTIONS: Southcreek, Inc. a Texas corporation by Larry R. Cole to The Public. Dated 4-12-84, filed 4-13-84. Recorded in Volume 7800, page 883, Deed Records, Tarrant County, Texas. (COPY ATTACHED.)
ADDENDUM TO DECLARATION OF COVENANTS: Southcreek Inc. by Larry R. Cole, President to Public. Dated 8-3-84, filed 8-6-84. Recorded in Volume 7912, page 1416, Deed Records, Tarrant County, Texas. (COPY ATTACHED.)

WARRANTY DEED: Southcreek Inc. to W. S. DeLaune Building Inc. Dated 8-8-84, filed 8-10-84. Recorded in Volume 7919, page 514, Deed Records, Tarrant County, Texas. (SUBJECT TO RESTRICTION.)
TRUSTEE'S DEED: W. S. Delaune Building, Inc. by Charles M. Sisk, Trustee to Allied Northeast Bank National Association. Dated 10-7-86, filed 12-9-86. Recorded in Volume 8775, page 2292, Deed Records, Tarrant County, Texas.SUBJECT TO RESTRICTIONS:
SPECIAL WARRANTY DEED: Allied Northeast Bank N.A. to James W. Palmer and Mauda K. Palmer. Dated 11-7-86. filed 11-12-86. Recorded in Volume 8749, page 1002, Deed Records, Tarrant County, Texas. (SUBJECT TO RESTRICTIONS.
WARRANTY DEED: James W. Palmer and Mauda K. Palmer to James L. Murray et ux Jean F. Murray. Dated 11-1-88, filed 11-3-88. Recorded in Volume 9424, page 955, Deed Records, Tarrant County, Texas.

AMENDMENT TO RESTRICTIONS: JAMES L. Murray et ux Jean F. Murray to The Public. Dated 6-29-89, filed 8-18-89. Recorded in Volume 9677, page 548, Deed Records, Tarrant County, Texas. (COPY ATTACHED.)

WARRANTY DEED: James L. Murray et ux Jean F. Murray to Prudential Relocation Management, a Division of Prudential Residential Services, Limited partnership. Dated 6-22-90, filed 8-20-90. Recorded in Volume 10018, page 653, Deed Records, Tarrant County, Texas. (SUBJECT TO RESTRICTIONS.)

WARRANTY DEED: Prudential Relocation Management to Thomas L. Norris et ux Patsy A. Norris. Dated 4-1-91, filed 4-8-91. Recorded in Volume 10221, page 304, Deed Records, Tarrant County, Texas.

It is expressly understood that the undersigned corporation and/or its officers or employees neither accept nor assume any liability, financially or otherwise, for the information indicated above.

DATED at Fort Worth, Texas, this 22nd day of December 1993.

REAL ESTATE INFORMATION SERVICES, INC.

By Ken Cates

STATE OF TEXAS)

OUNTY OF TARRANT)

235700 13.00 W D

AN ADDITION TO THE CITY OF COLLEYVILLE, TARRA. COUNTY, TEXAS 12 05/07/85

KNOW ALL MEN BY THESE PRESENTS, that SOUTHCREEK, INC. a Texas corporation, being the owner of all of the lots in Woodland Hills, Second Filing, an addition to the City of Colleyville, Tarrant County, Texas, TO WIT:

Lots 15R - 19R	Block 13
Lots 1R - 28R	Block 12
Lots 70 - 104R	Block 6
Lots 1 - 15	Block 16

as reflected by Plat recorded in Volume 388-166, Page 45, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all interests and purposes, and whereas the owner desires to impress said property with restrictive covenants as hereinafter set forth in order to insure uniformity and harmony in the character of the buildings and to maintain a high quality residential neighborhood for the protection, use and benefit of each purchaser.

NOW, THEREFORE, Southcreek, Inc., does hereby adopt the plan and subdivision of said tract as described above, does hereby dedicate and does hereby futher impress said property with the following restrictive covenants which shall run with the title to said land and shall be binding upon all parties and persons claiming said land or any part thereof until January 1, 2014, at which time, said covenants shall be automatically extended for successive periods of ten (10) years, unless by agreement of the majority of the owners of the lots comprising said subdivision, it is then agreed to change said covenants in whole or in part, and any and all conveyances of any and all of the lots comprising said subdivision shall be deemed to subject to the restrictive covenants herein set forth, which shall, for all legal purposes be conclusively deemed to be part of each deed or conveyance of any lot or portion hereof in said subdivision. Invalidation of any one of these covenants or restrictions by judgement or order of the court shall in no wise effect any of the other provisions hereof, which shall remain in full force and effect.

1

The restrictions herein set forth are imposed upon each lot and plot of land for the benefit of each and every other lot and plot, shall constiture covenants running with the land, and shall inure to the benefit of such land, and their heirs and assigns, and each and every purchaser of and person acquiring any interest in any part of such land, and their heirs and assigns, and all persons acquiring any of the land covered by these restrictions shall be taken to agree and covenant to conform to and observe all such restrictions as to the use of said land (no restrictions or covenants herein set forth shall be binding on any corporation, person or persons except in respect to breaches committed during the time such corporation or person owns or has an interest in said land or part hereof; and the undersigned, its successors and assigns, and the owner or owners of any part of such land and of any interest therein, setting jointly or severally shall have the right to sue for and obtain an injunction to prevent the breach of, or to enforce the observance of, the restrictions and covenants above set forth in addition to the ordinary legal action for damages, and the failure of any one or all of such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so at any time thereafter, nor shall the failure to enforce such restrictions as to any one or more lots or plots, or as to any one or more owners thereof, be deemed a waiver of the right, to enforce them as to any and all other lots and owners; nor shall the failure of the undersigned to enforce any such covenants, conditions or restrictions give rise to any cause of action against it by any other person.

Attorney's Fees

In the event it shall be necessary for any owner to place this agreement in the hands of an attorney for the enforcement of any of such owner's rights hereunder or for the recovery of any monies due such owner hereunder, and it is necessary to bring suit for the enforcement of such rights or such recovery, the prevailing party in such suit shall recover from the losing party all costs of court and reasonable attorney fees, as determined by the court, in addition to any other relief or recovery awarded by the court.

II

All of the lots and blocks are hereby restricted and designated as residential lots.

III

No erection of building or exterior additions or alterations, including signs to any building situated upon the properties, nor any construction of any kind whatsoever, nor erection of or changes or additions in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and locations in relation to surrounding structures and topography by an Architectural Control Committee composed by the Board of Directors of Southcreek, Inc., or by three (3) or more representatives appointed by the Board. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in the event, if no suit to enjoin the addition, alteration or changes has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to compensation for services performed pursuant to the Article. Duplicate plans for the erection of any structure on any lot must be prepared by a registered architect or recognized professional designer and shall be submitted to the Architectural Control Committee for approval, one of which will be retained in the Developer's permanent files. All plans shall contain as a minimum, the following information:

a. A foundation plan showing a cross section of the beams, etc., with reinforced steel indicated.

b. A floor plan showing the total square feet of living area.

c. The exterior elevation showing the front, rear and the side elevations, complete with all ornamental and decorative details.

d. The specifications indicating type, grade and color, where applicable, of all exterior materials must be shown.

e. A plot plan showing the location of improvements, sidewalks, patios, driveways, fences, and retaining walls. Lot drainage provisions are to be indicated and cut and fill details, if any, appreciable changes in the lot contours is contemplated.

No builder shall obtain a building permit from the City of Colleyville to any lot until house plans, as described above, have been submitted to and approved by the Architectural Control Committee. The Architectural Control Committee shall have the authority to vary these restrictions when it feels it is in the best interest of Woodland Hills to do so.

IV

Every residential building erected upon any lot or premises shall not protrude forward of the building line shown on the recorded plat. The front of said dwellings shall be located back of the recorded front property line. No residence, dwelling or outbuilding shall be erected nearer than ten (10) feet from the inside line of such building plat or premises or nearer than fifteen (15) feet from the side street of such building plat or premises or nearer than the rear twenty-five (25) feet of any yard. The undersigned reserves the right to change, in writing, any building lines shown on the plat referred to herein or setback lines from the side lines shown on the said plat referred to in these restrictions, so long as the undersigned hold legal title to such lots and likewise, reserves the right to make such changes with the consent of the owners of the property involved after the undersigned has conveyed the title to such property.

V

No building shall be erected on any residential lot except one detached single family dwelling, and outbuildings used in connection therewith; the term "outbuilding" shall include only a garage, either attached or detached, and servants quarters detached from the building. Such garage or servants quarters may include a laundry room or laundry facilities to be used only for the convenience of the occupants of the dwelling and not as a public laundry, and except as herein set out, no other outbuildings may be located upon such residential building plot or premises, excepting, of course, childrens playhouses or buildings of like nature, used for the convenience and pleasure of the occupants of the dwelling. Every residence on a corner lot shall face on the street designated by the undersigned and shall present a good appearance on the other street on which it is located.

Garages: Every garage shall be attached to the residence or breezeway or covered porch attached to the residence, and none shall have an opening facing a street. All corner lots shall have rear entry garages only.

VI

Ground floor area, exclusive of porches and garages, of the main structure on any residential lot or premises shall not be less than the square footage opposite the lots described as follows:

Block 13	Lots 15R - 19R	2500 sq. ft.
Block 12	Lots 1R - 28R	2500 sq. ft.
Block 6	Lots 70 - 104R	2500 sq. ft.
Block 16	Lots 1 - 15	2500 sq. ft.

The minimum floor area of the main structure, exclusive of open porches and garages, shall not be less than 2,500 square feet minimum for a one story house. For one & one-half or two story houses, 1,500 square feet shall be minimum on the first floor. Exposed exterior wall area of the first floor, exclusive of doors, windows or gables shall be 75% masonry. Masonry material shall be quality and appearance equal or superior to standard clay or shale common brick, color pigment Portland Cement brick or Quarried stone. Roofs shall be of wood shingle, or tile roofs, or any approved roofing material approved at the exclusive election of the Dedicator or the Architectural Control Committee. Roofs of composition shingles will not be allowed.

VII

No fence shall be erected on any residential lot nearer to the front property line than five (5) feet behind the front of the main residence, and no fence shall be erected on any corner lot nearer to the side streets than five (5) feet of the property line of such lot. No fence may be installed upon any pedestrian easement, unless approved by the Architectural Control Committee. All fences shall be of wooden material, unless other type of material is approved by the undersigned prior to the installation.

VIII

All houses and structures permitted under these restrictions shall be completed within twelve (12) months, once construction is started. No house shall be occupied as a residence until it is completed in accordance with the provisions of these covenants. No house or structure may be occupied until the premises are properly connected with the city sewage system.

IX

No livestock, poultry, farm animals or wild animals of any kind shall be kept on any lot in this addition other than domestic household pets, with the exception of those lots zoned R-30 which shall have a permit from the City of Colleyville.

X

No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any residential lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XI

No garage or other outbuildings erected on any residential building plot or premises, and no basements, trailer, tent or shack, or other buildings or shelter erected or located thereon, except one detached single family dwelling, shall at any time, ever be used, either temporarily or permanently as a residence. This restriction shall not apply to servants quarters bonafidely occupied by domestic servants of an owner or tenant of such plot or premises.

XII

No obnoxious or offensive trade shall be carried on upon any plot or premiese, nor shall anything be done thereon which may become an annoyance to the neighborhood. No outbuilding or residence or any residential lot shall be used for commercial purposes whatsoever.

XIII

Southcreek, Inc. and its assigns and successors may place or install subdivision development signs, billboards, and real estate signs and temporary buildings on any lot in this addition which may remain until all lots are built on and houses are sold and occupied. No preexisting permanent house, dwelling and/or structure or prefabricated dwelling of any kind or character whatsoever may be moved into or placed upon any lot in said addition. A new structure only shall be erected on and permitted to remain on any lot in said addition. However, temporary trailers, trailer houses, shops, storage sheds, or buildings used in conjunction with building and selling residences are permitted to be installed and remain until subdivision houses are complete and occupied.

XIV

Open space restrictions shall apply to all lots abutting intersections which shall contain an open space restriction which shall be a line twenty-five (25) feet from the point of intersection along the lot line that faces the street and with a diagonal line from each twenty-five (25) foot dimension creating the open space, a triangle which is an open space easement. No structure, object or plant of any type exceeding twenty-four (24) inches in height above the top of the curb including but not limited to buildings, fences, walls, signs, trees, shrubs, cars, trucks, etc. may hereafter be placed in the open space easement described herein, which easement shall remain in effect until vacated by Dedicator.

XV

The owners of the lots shall be responsible for maintenance of the Pedestrian Easement as indicated on the plat referred to herein located between their lot lines and the streets on which the lots face, which shall include the installation of sidewalks and the maintenance thereof as designated by the Architectural Control Committee. Owners of lots bordering Martin Drive are required to construct sidewalks on said lot where designated by the Architectural Control Committee. The owners of the improved property shall likewise maintain the exterior of all structures on their lot and their yards, hedges, plants, and shrubs in a neat and trim condition at all times. Nothing shall be done on any lot which shall be or become an annoyance or nuisance to the neighborhood.

XVI

Underground utility service, including electric service of the type known as 120/240 volt, single phase, 3 wire, 60 cycle alternating current and telephone service has been made available to all lots or such other underground utility service as Dedicator shall approve. The grantees of such lots agree for themselves, their heirs, successors and assigns, not to request any electric service of any character, other than that provided by such underground facilities. Since it is the purpose and intent of these covenants and restrictions that utility service in said Addition shall be maintained underground, no poles, towers, television satillite dishes, nor overhead lines, shall be installed for any purpose on any building sites without written permission of the Architectural Control Committee.

XVII

No boats, trailers, mobile homes or trucks with tonnage in excess of 3/4 tons shall be permitted to park on the streets, driveways, or lots overnight, unless they can be located in a garage or rear entry drive in such a way as not to be visible from the street, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.

XVIII

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot, or parcel of land, upon which the improvements are to be erected, and shall not be placed in the street between the pavement and property lines.

No stumps, trees, underbrush or any refuse of any kind, nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material shall be immediately removed. Any material left on the lot or adjoining lots that is not disposed of promptly may be disposed of by the Developer and payment for such service to be borne by the builder or homeowner.

XIX

Should any questions arise on these restrictions, the interpretation of the Architectural Control Committee shall be final.

Should any dispute arise between two or more property owners, the Architectural Control Committee shall serve as the arbitration committee, and their decision shall be binding on all parties to the dispute.

EXECTUED this 29th day of April, 1985.

SOUTHCREEK, INC.

BY: Larry R. Cole

ITS: President

STATE OF TEXAS }

COUNTY OF TARRANT }

BEFORE ME, the undersigned in and for the County and State on this day personally appeared Larry R. Cole, known as its President, the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said SOUTHCREEK, INC., and that he executed the same as the act of such corporation for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL this 29th day of April, 1985.

Kerry M. Longcutt
Notary Public, Tarrant County, Texas

11-21-85
Commission Expiration Date

FILED
TARRANT COUNTY

'85 MAY -6 P1:58

MADISON LIEBERMAN
COUNTY CLERK

BY _____

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly recorded in the Volume and Page of the Mortgage Records of Tarrant County, Texas, as stamped hereon by me.

MAY 6 1985

Madison Lieberman
COUNTY CLERK
TARRANT COUNTY, TEXAS

Sheridan Lite
803 Forest Ridge
Suite 108
Bedford Texas 76022

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Unofficial Document

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 13, BLOCK 15,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Southcreek, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 13, Block 15

as reflected by Plat recorded in Volume 388-186, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Southcreek, Inc., _____

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with repsect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree or foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: Southwest D.

Secretary

By: President

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this day of , 1986, by , a .

Witness my hand and official seal.

Notary Public in and for the State of Texas

My Commission Expires:

ORIGINAL DOCUMENT

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Unofficial Document

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT }
STATE OF TEXAS }

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madeline Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 15R, BLOCK 15,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Wayne Miller Custom Homes, Inc. A Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 15R, Block 15,

as reflected by Plat recorded in Volume 388-166, Pages 45 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Wayne Miller Custom Homes, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

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The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By: Wayne Miller

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of _____, 1986, by _____, a _____.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: _____

Unofficial Document

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly recorded in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

NOV 24 1986

COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
'86 NOV 14 AM 11:59

RETURN TO
LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 404
RECORD, TEXAS 76032

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

Unofficial Document

STATE OF TEXAS § AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 30,
§ BLOCK 20, WOODLAND HILLS, SECOND FILING, AN ADDITION
COUNTY OF TARRANT § TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 30, Block 20, in Woodland Hills, Second Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase III, Second Filing, Woodland Hills, recorded in Volume 8173, Page 1209, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

COUNTY CLERK'S FEES
[illegible]
NOT EXCLUDE [illegible]

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 20th date of February, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: Mary L Sanders

Its: SECRETARY

OWNERS:

By: [illegible]

By: [illegible]

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 20th day of February, 1987, by [illegible] and [illegible], Owners.

MY COMMISSION EXPIRES:

10-27-90

Karen L Clark
NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: Karen L Clark

NOTARY PUBLIC STATE OF TEXAS

Unofficial Document

COUNTY OF TARRANT

MAR 30 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

RETURN TO:

FILED
TARRANT COUNTY, TEXAS

'87 MAR 30 A9:54

SUZANNE HENDERSON
COUNTY CLERK

BY

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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VOL. 8888 PG. 13

TATE OF TEXAS §
§
OUNTY OF TARRANT §

AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 18, BLOCK 15, WOODLAND HILLS, SECOND FILING, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

5.00 W D
1000 35834 2 09/24/87

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, nc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Associa-ion.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for he common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot _____, Block _____, in Woodland Hills, Second iling, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants cov-ring Phase III, Second Filing, Woodland Hills, recorded in Volume 8173, Page 1209, f the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants reviously filed and hereby impress the following restrictions upon their Lot in dition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, ith or without wheels, on the Lot is expressly prohibited. Motor boats, house oats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architec-ural Control Committee. All vehicles belonging to Owners, or guests of Owners, ust be parked overnight in the Owners' driveway or in the above-mentioned nclosure. In no case may the vehicles of the Owners, or guests of the Owners, e parked overnight on the streets of the subdivision or within the improved ard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the rounds around all living units shall be seeded, sodded, or otherwise planted by he Owners thereof with grass or other ground cover or plantings and maintained n a clean and attractive manner free of dust and weeds. All fences on Lots hall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the and, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the ots affected by the Restrictive Covenants agree to change any Restrictive ovenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Associa-ion, and agree to abide by the Articles of Incorporation and Bylaws of the ssociation, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Direc-tors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 15th date of September, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: _____

Its: President

OWNERS:

By: _____

By: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 15th day of September, 1987, by _____ and _____, Owners.

_____
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: 5-9-88

NOTARY'S PRINTED NAME: _____

FILED
TARRANT COUNTY, TEXAS

'87 SEP 24 P2:28

SUZANNE HENDERSON
COUNTY CLERK

BY _____

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

Please Return to:
LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Tarrant County, Texas, as stamped hereon by me.

SEP 24 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

VOL. 9076 PG. 1816

1700
WD

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 19, BLOCK 15,
WOODLAND HILLS, Seventh FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Jeffrey A. Hoinski and wife Nancy L. Hoinski, being the owner of the following lot in WOODLAND HILLS, Seventh FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 19, Block 15

as reflected by Plat recorded in Volume 388-181, Pages 67 and ___, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes;

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Jeffrey A and Nancy L. Hoinski

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing of record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architectually by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any Lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the common area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1986, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessments and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Acts Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the board of directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing, to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: _____

_____ By: _____

Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of _____, 1986, by _____, a _____ _____.

Witness my hand and official seal.

_____

Notary Public in and for
the State of Texas

My Commission Expires: _____

UNOFFICIAL COPY

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Carol L Johnson
Secretary

By: [illegible]

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 21st day of September, 1986, by Carol L Johnson, a Notary Public.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: [illegible]

Unofficial Document

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

FILED
TARRANT COUNTY TEXAS '87 FEB -9 P2:29
SUZANNE HENDERSON COUNTY CLERK

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN [illegible] UNDER FEDERAL [illegible]

ANY PROVISION [illegible] OR USE OF [illegible] PARTIAL OR FACE IN INVALID [illegible] LAW [illegible]

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

VOL. 8838 PG. 846

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 70, BLOCK 6,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

Wayne Miller
KNOW ALL MEN BY THESE PRESENTS that Custom Homes, Inc. Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 70, Block 6

as reflected by Plat recorded in Volume 388-186, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes;

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

Wayne Miller
G. "Declarant" shall mean and refer to Custom Homes, Inc.,

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of Mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote, seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 17. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 17th day of Feb, 1986, by , a Notary Public.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 11-21-89

Unofficial Document

FILED
TARRANT COUNTY, TEXAS
'86 NOV 14 AM 11:59

[illegible] IN ANY DOCUMENT WHICH RESTRICT [illegible] OR USE OF THE REAL PROPERTY DESCRIBED [illegible] OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

LARRY COKE COMPANIES
807 [illegible] RIDGE, SUITE 104
DENVER, TEXAS 75022

RETURN TO:

COUNTY OF TARRANT }
STATE OF TEXAS }

I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly recorded in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

NOV 14 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

VOL. 8752 PG. 907

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 71, BLOCK 6,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Quality Built Properties, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 71, Block 6

as reflected by Plat recorded in Volume 388-196, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Quality Built Properties, Inc.,

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulacions which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of _____, 1986, by _____, a _____

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: _____

Unofficial Document

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

FILED
TARRANT COUNTY, TEXAS
'86 NOV 14 AM 11:58

RETURN TO:
LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
RICHLAND, TEXAS 76102

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly recorded in the Official Records of Tarrant County, Texas, as stamped hereon by me.

NOV 14 1986

COUNTY CLERK
TARRANT COUNTY, TEXAS

11-17-82

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 73, BLOCK 6,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Leisure Homes, Inc. Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 73, Block 6,

as reflected by Plat recorded in Volume 388-186, Pages 96 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter, sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowner's Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Leisure Homes, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architectorally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, the builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote, seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

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The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessments.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 12th day of Sept, 1986, by , a Notary Public.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 11-21-89

PROVISIONS [illegible] WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE [illegible] PROPERTY DESCRIBED THEREIN BECAUSE OF [illegible] OR [illegible] ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

FILED
TARRANT COUNTY, TEXAS
'86 NOV 14 AM 11:58
[illegible]

RETURN TO:
LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
HOUSTON, TEXAS 77022

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly Recorded in the Vol. [illegible] of the Named Records of Tarrant County, Texas, as stamped hereon by me.

NOV 14 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

Unofficial Document

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 74, BLOCK 6,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Alan ~~Kimbrough~~ Clifford Jones, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 74, Block 6

as reflected by Plat recorded in Volume 388-156 Pages 56 and –, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Alan ~~Kimbrough~~ Clifford Jones

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote, seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Alan D. Clipperton

Carol Lyman
Secretary

By: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 6th day of February, 1985, by Dorothy Ann Ingram a Notary.

Witness my hand and official seal.

Dorothy Ann Ingram
Notary Public in and for
the State of Texas

My Commission Expires: 5/19/89

Official Document

Unofficial Document

COUNTY OF TARRANT

MAR 30 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

RETURN TO:
LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

FILED
TARRANT COUNTY, TEXAS
'87 MAR 30 A9:55

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 75, BLOCK 6,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Newton Brothers Construction, Inc. Texas Corporation being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 75, Block 6

as reflected by Plat recorded in Volume 388-186, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Area.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Newton Brothers Construction, Inc.,

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and so subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvement and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such Lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By: [signature]

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 2nd day of July, 1986, by [signature], a [illegible].

Witness my hand and official seal.

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

My Commission Expires: [illegible]

Unofficial Document

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Unofficial Document

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

TrCOK

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 69, BLOCK 6,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Mokon, Inc., a Texas Corporation being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 69, Block 6

as reflected by Plat recorded in Volume 388-186, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Mokon, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

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The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

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A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this day of , 1986, by , a .

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires:

W 86596 862

'86 AUG 21 P1:07

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

Unofficial Document

VL 8659 PG 863

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 76, BLOCK 6,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Hudson-Gregg Custom Homes, a Partnership - Gary Hudson & David L. Gregg, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 76, Block 6

as reflected by Plat recorded in Volume 388-186, Pages 55 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Hudson-Gregg Custom Homes, _____

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as CLASS A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Hudson & Gregg Custom Homes

Secretary

By

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 18th day of Sept, 1986, by , a Notary public.

Witness my hand and official seal.

Notary Public In and for
the State of Texas

My Commission Expires: 11-21-89

[illegible]

ANY RESTRICTION 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.

FILED
TARRANT COUNTY, TEXAS
'86 NOV 14 AM 1:59

LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

RETURN TO:

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time [illegible] by me and was duly [illegible] in the Named Records of Tarrant County, Texas, as [illegible]

NOV 14 1986

Madrin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

Unofficial Document

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 77, BLOCK 6,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Morris S. Emory Jr. and wife Brigitte B. Emory, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 77, Block 6

as reflected by Plat recorded in Volume 388-186, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Morris S. and Brigitte B. Emory

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above-mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By: Morris S. Emery Jr

STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 9th day of December, 1986, by Morris S. Emery Jr and Brigitte B Emery.

Witness my hand and official seal.

Notary Public in and for Tarrant County
the State of Texas
DEFENNA BREEDLOVE
My Commission Expires: 1-15-90

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly recorded in the volume and page of the named records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
'87 FEB -9 P 2:28

UNOFFICIAL DOCUMENT

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

15.00 W D
1 11/17/80

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 78, BLOCK 6,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Quality Built Properties, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 78, Block 6

as reflected by Plat recorded in Volume 388-136, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Quality Built Properties, Inc.,

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

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The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

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The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Nonpayment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this ___ day of _____, 1986, by _____, a _____.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: _____

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

FILED
TARRANT COUNTY TEXAS
'86 NOV 14 AM 11:58
MADRIN HUFFMAN
COUNTY CLERK

LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
DECATUR, TEXAS 75022

RETURN TO:

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly recorded in the Volume and Page of the Names Records of Tarrant County, Texas as stamped hereon by me.

NOV 14 1986

Madrin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

Unofficial Document

VOL. 8752 PG. 1107

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 79, BLOCK 6,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Newton Brothers Construction, and Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 79, Block 6

as reflected by Plat recorded in Volume 388-186, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes;

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Newton Brothers Construction, Inc., _____

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architectually by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a Bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 17. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By: [signature]

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 1986, by [illegible], a [illegible].

Witness my hand and official seal.

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

My Commission Expires: [illegible]

Unofficial Document

VC 8659 1038

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Unofficial Document

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Martin Hoffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

8650 1039

11/17/86

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 80, BLOCK 6,
WOODLAND HILLS, Second Filing, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS $

COUNTY OF TARRANT $

KNOW ALL MEN BY THESE PRESENTS that K. S. Deloune Jr., Building a Texas Company, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 80, Block 6

as reflected by Plat recorded in Volume 388-156 Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes;

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified, and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to K. S. Deloune Jr.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of the residents of the Villages of Woodland Hills.

ARTICLE I:

SUBJECTING ADDITIONAL PROPERTIES TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE II:

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Premises. The keeping of mobile homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vessels or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Grass. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the owner thereof with grass or other ground cover, or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligations. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to an assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those owners other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, the Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns. [illegible] shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any Lot subject to the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the property shall be governed by these covenants, the Articles of Incorporation, by-laws, and published rules and regulations of the Association. As such, and reserved to Declarant in the Articles of Incorporation and by-laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with the written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners. Sale of a Lot under foreclosure shall entitle the purchaser thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvement and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessments. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, [illegible] for water used by the Association, grounds maintenance, any expense of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Area that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Association's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum Requirements Applicable Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum from such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish a lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned [illegible] the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

[illegible]

Secretary

[illegible] S. De[illegible]

By: [illegible]

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 1986, by [illegible], a [illegible]

Witness my hand and official seal.

[illegible]

Notary Public in and for
the State of Texas

My Commission Expires: [illegible]

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

FILED
TARRANT COUNTY TEXAS
'86 NOV 14 AM 8:58
HARRIS COUNTY
TEXAS

RETURN TO:
LARRY COLE COMPANIES
[illegible] RIDGE, SUITE 104
[illegible] TEXAS 75062

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

NOV 14 1986

COUNTY CLERK
TARRANT COUNTY, TEXAS

Unofficial Document

15.00 [illegible]

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 81, BLOCK 6,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that A. D. Youngblood Construction, Inc. a Texas Corporation being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 81, Block 6

as reflected by Plat recorded in Volume 388-186, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sinewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to A. D. Youngblood Construction, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located into a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per Annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Sherwood Homes Inc.

Secretary

By: A. D. Youngblood

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 28 day of July, 1986, by [illegible], a [illegible].

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 11-2-88

ORIGINAL DOCUMENT

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UNOFFICIAL DOCUMENT

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT }
STATE OF TEXAS }

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 82, BLOCK 6,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Custom Homes, Inc. Loy McDonald Texas Corporation being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 82, Block 6

as reflected by Plat recorded in Volume 388-186, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Area.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Custom Homes, Inc., Loy McDonald

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify, or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other Owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved as Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by; the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 17. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: Haven Homes, Inc.

[signature]
Secretary

By: Wilbur P. Monk, pres.

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 17th day of June, 1986, by [signature], a Notary Public.

Witness my hand and official seal.

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

My Commission Expires: 11-21-89

Unofficial Document

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Unofficial Document

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 83, BLOCK 6,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that A. D. Youngblood Construction, Inc., Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 83, Block 6

as reflected by Plat recorded in Volume 388-186, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to A. D. Youngblood Construction, Inc.,

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_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first become subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 17. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: Sherwood Homes Inc.

Secretary By

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 1st day of [illegible], 1986, by [illegible], a [illegible].

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 11-21-86

ORIGINAL DOCUMENT

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COUNTY OF TARRANT
STATE OF TEXAS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

Unofficial Document

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TATE OF TEXAS § AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 6,
§ BLOCK _____, WOODLAND HILLS, SECOND FILING, AN ADDITION
OUNTY OF TARRANT § TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

1000 33656 5.00 W D 5 09/09/87

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, nc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Associaion.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for he common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot _____, Block _____, in Woodland Hills, S_____ iling, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covring Phase III, Second Filing, Woodland Hills, recorded in Volume 8173, Page 1209, f the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants reviously filed and hereby impress the following restrictions upon their Lot in ddition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved ard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by he Owners thereof with grass or other ground cover or plantings and maintained n a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the and, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended or successive periods of ten (10) years, unless a majority of the owners of the ots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 3rd date of September, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: [signature]

Its: [illegible]

OWNERS:

By: [signature]

By: [signature]

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 3rd day of September, 1987, by [illegible] and [illegible], Owners.

[signature]

MY COMMISSION EXPIRES: 5-9-88

NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: [illegible]

Unofficial Document

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Record Records of Tarrant County, Texas, as stamped herein by me.

SEP 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

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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.

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COUNTY CLERK
BY

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TARRANT COUNTY, TEXAS

VOL. 9063 PG. 941

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 87, BLOCK 6,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that George Moore and wife Joyce Moore being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 87, Block 6

as reflected by Plat recorded in Volume 388-186, Pages 56 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to George & Joyce Moore _____

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class b Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

D. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of _____, 1986, by _____, a _____

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: _____

Unofficial Document

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Tarrant County, Texas as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
'87 FEB 9 P2:29

LARRY COLE CO.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE ARE INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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.

UNOFFICIAL DOCUMENT

401654 15.00 WP 11-17-86

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 7, BLOCK 12,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that KM Properties, Inc. Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 7, Block 12

as reflected by Plat recorded in Volume 388-186, Pages 96 and , Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to KM Properties, Inc.,

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

VOL. 8752 PG. 1077

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective leaders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: _____

_____ By: _____
Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of _____, 1986, by _____, a _____

Witness my hand and official seal.

_____
Notary Public in and for
the State of Texas

My Commission Expires: _____

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly recorded in the Official Records of the Tarrant County, Texas, and was on the date of the time stamped hereon by me.

[illegible]
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY TEXAS
'86 NOV 14 AM 11:58
MARION [illegible]
COUNTY

Return to
LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
DESOTO, TEXAS 75115

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

Unofficial Document

4801 [illegible]

15 [illegible]

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 88, BLOCK 6,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Southcreek, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 88, Block 6

as reflected by Plat recorded in Volume 388-186, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Southcreek, Inc., _____

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments For Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessments.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this day of , 1986, by , a .

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires:

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Unofficial Document

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

15 ED

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 89, BLOCK 6,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Larry G. Austin Construction Co., a Sole Proprietorship, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 89, Block 6

as reflected by Plat recorded in Volume 388-186, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes;

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Larry G. Austin Construction Co.,

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_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The Keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

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The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

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A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 12th day of [illegible], 1986, by [illegible], a [illegible].

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 11-21-86

Unofficial Document

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Unofficial Document

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

VL 8659 PG 1191

1591

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 90, BLOCK 6,
WOODLAND HILLS, SecondFILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Southcreek, Inc. a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 90, Block 6

as reflected by Plat recorded in Volume 388-186, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes;

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Southcreek, Inc., _____

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The Administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessments.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Southwest Inc.

Secretary

By: President

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this day of , 1986, by , a

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires:

FILED
TARRANT CO.
'86 AUG 21 P1:37
BY

Unofficial Document

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrin Kiffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

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TATE OF TEXAS § AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT _____,
§ BLOCK _____, WOODLAND HILLS, SECOND FILING, AN ADDITION
OUNTY OF TARRANT § TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

NOW ALL MEN BY THESE PRESENTS:

1000 33659 $ 5.00 W B 09/09/87

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, nc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for he common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot _____, Block _____, in Woodland Hills, C _____ iling, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase III, Second Filing, Woodland Hills, recorded in Volume 8175, Page 1209, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members Voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 7 date of September, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: [signature]

Its: [signature]

OWNERS:

By: [signature]

By: [signature]

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of September, 1987, by [signature] and [signature], Owners.

MY COMMISSION EXPIRES: 5-9-88

NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: [signature]

Unofficial Document

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

SEP 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

Please Return To:

TARRANT COUNTY, TEXAS
'87 SEP -9 AM 9:59
SUZANNE HENDERSON
COUNTY CLERK
BY

VOL. 9063 PG. 950

STATE OF TEXAS § AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 92,
§ BLOCK _____, WOODLAND HILLS, SECOND FILING, AN ADDITION
COUNTY OF TARRANT § TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

1600 31652 5.00 M 0 09/09/87

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot _____, Block _____, in Woodland Hills, Second Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase III, Second Filing, Woodland Hills, recorded in Volume 8173, Page 1209, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this _____ date of _____, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: _____

Its: _____

OWNERS:

By: _____

By: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of _____, 1987, by _____ and _____, Owners.

MY COMMISSION EXPIRES:

_____

NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: _____

UNOFFICIAL COPY

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

SEP 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

UNOFFICIAL COPY

Please Return To:
LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
ARLINGTON, TEXAS 76012

SUZANNE HENDERSON
COUNTY CLERK
BY

'87 SEP -9 AM 10:58

VOL. 9063 PG. 929

STATE OF TEXAS §
§
COUNTY OF TARRANT §

AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 93, BLOCK 6, WOODLAND HILLS, SECOND FILING, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 93, Block 6, in Woodland Hills, Second Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase III, Second Filing, Woodland Hills, recorded in Volume 8173, Page 1209, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association each annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

COUNTY CLERK'S NOTE
[illegible]
[illegible]

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 17th date of February, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: Mary L. Sanders

Its: SECRETARY

OWNERS:

By: BENCO HOMES, INC.

By: [signature], pres.

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 17th day of February, 1987, by George T. Bennett and _____, Owners.

Karie L. Clark
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:

10-27-90

NOTARY'S PRINTED NAME: Karie L. Clark

Unofficial Document

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

MAR 30 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

Return To:

LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

FILED
TARRANT COUNTY, TEXAS
'87 MAR 30 A9:55
CLERK
COUNTY CLERK
BY

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

11-17-86

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 94, BLOCK 6,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Bruton Construction Company, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 94, Block 6

as reflected by Plat recorded in Volume 388-186, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified, and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Bruton Construction Company, Inc.,

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association and, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 18th day of , 1986, by , a

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 11-21-89

[illegible]

[illegible] RESTRICTS THE SALE, RENTAL, [illegible] PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

FILED
TARRANT COUNTY, TEXAS
'86 NOV 14 AM 11:58
MARIAN HUFFMAN
COUNTY CLERK

RETURN TO:
LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

NOV 14 1986

Marian Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

Unofficial Document

STATE OF TEXAS §
§
COUNTY OF TARRANT §

AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 101R, BLOCK 6, WOODLAND HILLS, SECOND FILING, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 101R, Block 6, in Woodland Hills, Second Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase III, Second Filing, Woodland Hills, recorded in Volume 8173, Page 1209, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 12 date of [illegible], 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: [illegible]

Its: [illegible]

OWNERS:

By: [illegible]

By: [illegible]

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 1987, by [illegible] and [illegible], Owners.

MY COMMISSION EXPIRES: 5-9-88

NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: [illegible]

Unofficial Document

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas as stamped hereon by me.

MAR 30 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

RETURN TO:
LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

FILED
TARRANT COUNTY, TEXAS
'87 MAR 30 A9:56
TARRANT COUNTY CLERK
BY

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 1030, BLOCK 6,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Haven Homes, Inc. a Texas Corporation being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 1030, Block 6

as reflected by Plat recorded in Volume 388-186 Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Haven Homes, Inc.,

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgatge or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: Haven Homes, Inc.

[signature]
Secretary

By: [signature] pres.

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 11th day of July, 1986, by [signature], a Notary Public.

Witness my hand and official seal.

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

My Commission Expires: 11-21-89

Unofficial Document

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PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 27 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

N° 8659 1063

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 104R, BLOCK 6,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Haven Homes, Inc. Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 104R, Block 6

as reflected by Plat recorded in Volume 388-186, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Haven Homes, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $10.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 17 day of , 1986, by , a .

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 11-21-88

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Unofficial Document

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Tarrant County, Texas, as stamped hereon by me.

AUG 22 1986

Madrie Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

T. Lor

V 86081047

305. 15.06 & D
11/17/86

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 8, BLOCK 12,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Raincloud, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 8, Block 12

as reflected by Plat recorded in Volume 388-186, Pages 56 and ___, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified, and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Raincloud, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with repsect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

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ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

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ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

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ARTICLE VII

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C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments: Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 10th day of September, 1986, by , a Notary Public.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 11-21-89

Unofficial Document

FILED
TARRANT COUNTY, TEXAS
'86 NOV 14 AM 11:58

LARRY COLE COMPANIES
[illegible]

Return to

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

15.00 W D
11/17/86

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 97R, BLOCK 6,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Custom Homes, Inc. Don Thornton Texas Corporation being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 97R, Block 6

as reflected by Plat recorded in Volume 388-186, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes;

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Area.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Custom Homes, Inc., Don Thornton

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any Lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: _____ Inc.

_____ By: _____ Pres.

Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of _____, 1986, by _____, a _____.

Witness my hand and official seal.

_____

Notary Public in and for
the State of Texas

My Commission Expires: _____

UNOFFICIAL DOCUMENT

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly recorded in the Official Records of Tarrant County, Texas, as stamped hereon by me.

NOV 14 1986

Madrie Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
'86 NOV 14 AM 11:58

LAREN COLE COMPANIES
801 FIELD RIDGE, SUITE 104
BEDFORD, TEXAS 76022

RETURN TO

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

Unofficial Document

11/17/86

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 98R, BLOCK 6,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Custom Homes, Inc. a Texas Corporation Don Thornton being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 98R, Block 6

as reflected by Plat recorded in Volume 388-186, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Custom Homes, Inc. Don Thornton

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions By Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

VOL. 5752 PG. 593

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described Capital Improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By: D. Stanton Rees.

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this day of , 1986, by , a

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires:

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date, and at the time stamped on the date of the same, and was duly recorded in the Official Public Records of Tarrant County, Texas, as stamped herein by me.

TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
'86 NOV 14 AM 9:59

LARRY COLE COMPANIES
807 FOREST PLACE, SUITE 104
BEDFORD, TEXAS 76022

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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.

Unofficial Document

TATE OF TEXAS $ AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT _____,
$ BLOCK _____, WOODLAND HILLS, SECOND FILING, AN ADDITION
OUNTY OF TARRANT $ TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

1000 33654 $ 5.00 W.O. 09/09/87

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, nc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for he common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot _____, Block _____, in Woodland Hills, _____ 'iling, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covring Phase III, Second Filing, Woodland Hills, recorded in Volume 8173 ,Page 1209 , f the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants reviously filed and hereby impose the following restrictions upon their Lot in ddition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, vith or without wheels, on the Lot is expressly prohibited. Motor boats, house oats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, ust be parked overnight in the Owners' driveway or in the above-mentioned nclosure. In no case may the vehicles of the Owners, or guests of the Owners, e parked overnight on the streets of the subdivision or within the improved ard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the rounds around all living units shall be seeded, sodded, or otherwise planted by he Owners thereof with grass or other ground cover or plantings and maintained n a clean and attractive manner free of dust and weeds. All fences on Lots hall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the tand, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

ing the recreation, health, safety, enjoyment, and welfare of the owners lots in the Villages of Woodland Hills, and for the improvement and nance of the Common Areas.

. The maximum annual assessment for the calendar year 1987 shall be 0. Beginning January 1, 1988, the annual assessment may be increased not than ten percent (10%) above the previous year's annual assessment by ity vote of the Board of Directors. Increases in the annual assessment in s of ten percent (10%) must be approved by fifty percent (50%) of the rs voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners by grant to the Association a continuing lien upon their Lot to secure nt of all assessments on their Lot, including interest, costs, and reason- attorney's fees. The Association may bring actions at law or equity to ce payment of delinquent assessments and may enforce the assessment lien in ame manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or improvement lien on the Lot. The Secretary of the Association shall be gated to execute all documents reasonably necessary to subordinate the ssment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay ssments timely, and the grant of a continuing assessment lien, the Associa- agrees to take such action as may be reasonably necessary to shield Owners m any personal liability arising out of Owners' membership in the Associa- n. Such action shall include, but not be limited to, obtaining and main- ning reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant ecting the Lot, may be amended by the approval in writing of three-fourths jority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement proceedings at law or in equity. The prevailing party shall recover reason- le attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of is Agreement shall in no wise effect any other provisions which shall remain full force and effect.

SIGNED this 2nd date of _____, 1987.

OODLAND HILLS HOMEOWNERS ASSOCIATION, NC.

y: _____

ts: _____

OWNERS:

By: _____

By: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this ____ day of _____, 1987, by _____ and _____, Owners.

MY COMMISSION EXPIRES:

_____

NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: _____

UNOFFICIAL COPY

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of the Tarrant County, Texas, as stamped hereon by me.

SEP 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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Release Return To:
LARRY DOLE COMPANIES
807 FOREST RIDGE, SUITE 104
ARLINGTON, TEXAS 76012

BY

SUZANNE HENDERSON
COUNTY CLERK

87 SEP -9 AM 10:58

UNOFFICIAL COPY

4309 Pembroke Pkwy N

23
60

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 12, BLOCK 12,
WOODLAND HILLS, ~~SIXTH~~ Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

This Amendment to Restrictive Covenants is being refiled for the purposes of correcting an error in the legal description and an error in the acknowledgment.

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that J.P. Enterprises, Inc. a Texas Corporation, being the owner of the following lot in **WOODLAND HILLS,** Second ~~Sixth~~ **FILING,** an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 12, **Block** 12

as reflected by Plat recorded in Volume 388-181, Pages 85 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to J.P. Enterprises, Inc.

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COUNTY CLERK'S NOTE
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VOL. 8838 PG. 887

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

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ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

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PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

COUNTY CLERK'S MEMO
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ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessments for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of each year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: J.P. Enterprises, Inc.

Mary L. Sanders
Secretary

By: Marianne Popik

STATE OF TEXAS :

COUNTY OF TARRANT :

The foregoing instrument was acknowledged before me this 29th day of December, 1986, by Jerry M. Honeycutt, a Notary Public. Marianne Popik, as the act of J.P. Enterprises, Inc.

Witness my hand and official seal.

Jerry M. Honeycutt
Notary Public in and for
the State of Texas

My Commission Expires: 11-21-89

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FILED
TARRANT COUNTY TEXAS
87 FEB -9 P2:29
SUZANNE HENDERSON, COUNTY CLERK

LARRY COLE CO.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE VIOLATE FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

11506 0551

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on the 29th day of December, 1986, by Marianne Popik, in her capacity as the authorized agent of J.P. Enterprises, Inc., as the act of said company.

Jerry M. Honeycutt
JERRY M. HONEYCUTT

Witness my hand and official seal this 25th day of January, 1994.

Evelyn Topham
Notary Public, State of Texas
Printed Name:
My Commission Expires:

EVELYN TOPHAM
MY COMMISSION EXPIRES
October 19, 1997

Return to:

CECILIA A. THOMAS
ATTORNEY AT LAW
1701 River Run Road, Suite 1109
Fort Worth, TX 76107
817/332-6930 Fax 817/332-7837

11506 0552

D194071605
CECILIA A THOMAS ATTY AT LAW
1701 RIVER RUN RD # 1109
FT WORTH, TX 76107

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

INDEXED--TARRANT COUNTY TEXAS
SUZANNE HENDERSON -- COUNTY CLERK
OFFICIAL RECEIPT

TO: CECILIA A THOMAS ATTY AT LAW

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
194180076	DR93	T003957	03/24/94	10:55

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D194071605	WD	940324	10:55	CK 1143

TOTAL: DOCUMENTS: 01 FEES: 23.00

BY: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

11506 0553

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 18, BLOCK 12,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Marc Gelinas, a [illegible], being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 18, Block 12

as reflected by Plat recorded in Volume 388-186, Pages 66 and --, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Marc Gelinas, [illegible]

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

c. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvement and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

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The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: x Marc A Gilmore

Secretary By: [illegible]

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this ____ day of _____, 1986, by _____, a _____ _____.

Witness my hand and official seal.

Notary Public in and for the State of Texas

My Commission Expires: _____

Unofficial Document

FILED
TARRANT COUNTY, TEXAS
'87 FEB -9 12:29
SUZANNE HENDERSON, COUNTY CLERK

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

COUNTY OF TARRANT
STATE OF TEXAS

I certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Tarrant County, Texas as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE USE OR OCCUPANCY OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE ARE INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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.

UNOFFICIAL DOCUMENT

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 20, BLOCK 12,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Loy McDonald Builders, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 20, Block 12

as reflected by Plat recorded in Volume 388-186, Pages 56 and __, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intent and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Loy McDonald Builders, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By: Loy M. Doak

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 15th day of July, 1986, by [illegible], a [illegible].

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 1-21-75

Unofficial Document

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COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 21, BLOCK 12,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that A.D. Youngblood, a Sole Proprietorship being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 21, Block 12

as reflected by Plat recorded in Volume 388-186, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to A. D. Youngblood,

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership:

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees;

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessments.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: Sherwood Homes Inc.

Secretary By A. D. Gaunglood

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 1st day of [illegible], 1986, by [illegible], a [illegible].

Witness my hand and official seal.

Notary Public in and for the State of Texas

My Commission Expires: 11-21-86

Unofficial Document

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COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the volume and page of the Official Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrene Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

Unofficial Document

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STATE OF TEXAS }{ AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 258, BLOCK 11, WOODLAND HILLS, SECOND FILING, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

COUNTY OF TARRANT }{

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 258, Block 11, in Woodland Hills, Second Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase III, Second Filing, Woodland Hills, recorded in Volume 8171, Page 1209, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Associa-

tion such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILTY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, amy be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 11th date of February 1992 ~~1988.~~

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: James Patrick Martin

~~Lot~~: Dan F. Neal
Secretary

OWNERS:

By: Darolyn Wiegman Martin

By: _____

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 11th day of February, 19~~88~~92, by DORELYN and JAMES MARTIN, Owners.

MY COMMISSION EXPIRES: 9/20/92

Mary Jo Ivey
NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: MARY JO IVEY

D192051374
WOODLAND HILLS HOMEOWNERS ASSN
3527 CROSSGATE CIR E
COLLEYVILLE, TX 76034

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

FILED--TARRANT COUNTY TEXAS
SUZANNE HENDERSON -- COUNTY CLERK
OFFICIAL RECEIPT
TO: CECILIA A THOMAS ATTY

RECEIPT NO	REGISTER	PRINTED DATE	TIME
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	INSTRUMENT	FEECD	AMOUNT	FILED	TIME	
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TOTAL: DOCUMENTS: 01 FEES: 10.00

BY: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 26R , BLOCK 12 ,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Larry Austin Construction Company, Inc. , a Texas Corporation Being the owner of the following lot in WOODLAND HILLS, Second FILING, an Addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 26R, Block 12

as reflected by Plat recorded in Volume 388-166, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Larry Austin Construction Company, Inc. ,

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

h. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

i. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

j. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

VL 8659 1180

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for each due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this day of , 1986, by , a

Witness my hand and official seal.

Notary Public in and for
The State of Texas

My Commission Expires:

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UNOFFICIAL DOCUMENT

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Tarrant County, Texas, on the stamped hereon by me.

AUG 21 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 28R, BLOCK 12,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Larry G. Austin Construction Co. a Sole Proprietorship being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 28R, Block 12

as reflected by Plat recorded in Volume 388-186 Pages 56 and --, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "Covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Larry G. Austin Construction Co.

VL 8659 PG 1192

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any lot, as determined pursuant to Section 3, shall be applicable to special assessments.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 12th day of January, 1986, by [illegible], a [illegible].

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: [illegible]

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Unofficial Document

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me, and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

VL 8659 PG 1199

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 9, BLOCK 12,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Hudson-Gregg Custom Homes, a Partnership - Gary Hudson & David L. Gregg, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 9, Block 12

as reflected by Plat recorded in Volume 388-186, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes;

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Hudson-Gregg Custom Homes, _____

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any Lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to: any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Hudson & Gary Custom Homes

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 19th day of September, 1986, by Gary M. Hudson, President.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 11-21-89

COUNTY OF TARRANT
STATE OF TEXAS

[illegible]

COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY CLERK
'86 NOV 14 AM 11:58
[illegible]

LARRY COLE COMPANIES
[illegible] RIDGE, SUITE 104
[illegible], TEXAS [illegible]

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF COLOR OR RACE IS INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

Unofficial Document

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 5, BLOCK 16,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that August Homes & Construction Co. Inc. Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 5, Block 16

as reflected by Plat recorded in Volume 388-186, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified, and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to August Homes & Construction Company, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

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The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

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A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 16 day of July, 1986, by [illegible], President [illegible].

Witness my hand and official seal:

Notary Public in and for
the State of Texas

My Commission Expires: 11-21-89

H 8658 1134

'86 AUG 21 P1:00

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

T. Com

N 865981135

Unofficial Document

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 10, BLOCK 16,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Kenneth Pressley, Inc. Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 10, Block 16

as reflected by Plat recorded in Volume 388-186, Pages 56 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS.

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Kenneth Pressley, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupants.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessments.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

KENNETH PRESSLEY, INC

Secretary

By: President

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 15 day of October, 1986, by [illegible], a Notary Public.

Witness my hand and official seal.

Notary Public in and for the State of Texas

My Commission Expires: _____

FILED
TARRANT COUNTY, TEXAS
'86 NOV 14 AM 11:59
MARGARET ...
COUNTY CLERK

COUNTY OF TARRANT }
STATE OF TEXAS }

I hereby certify that this distribution was FILED on this date and at the time stamped hereon by me and was duly recorded in the Volume and Page of the Records of Tarrant County, Texas, as stamped hereon by me.

NOV 14 1986

COUNTY CLERK
TARRANT COUNTY, TEXAS

Return to:
LARRY COLE COMPANIES
307 FOREST RIDGE, SUITE 101
TARRANT, TEXAS 76022

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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Unofficial Document

TATE OF TEXAS	§	AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT _____,
	§	BLOCK _____, WOODLAND HILLS, SECOND FILING, AN ADDITION
OUNTY OF TARRANT	§	TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

1000 33661 $ 5.00 W 0 09/09/87

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, nc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for he common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot _____, Block _____, in Woodland Hills, _____ iling, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covring Phase III, Second Filing, Woodland Hills, recorded in Volume 8173, Page 1209, f the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants reviously filed and hereby impress the following restrictions upon their Lot in ddition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, ith or without wheels, on the Lot is expressly prohibited. Motor boats, house oats, and similar water-borne vehicles or travel trailers may be maintained, tored, or kept on the Lot provided the same are housed completely within a tructure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, ust be parked overnight in the Owners' driveway or in the above-mentioned nclosure. In no case may the vehicles of the Owners, or guests of the Owners, e parked overnight on the streets of the subdivision or within the improved ard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the rounds around all living units shall be seeded, sodded, or otherwise planted by he Owners thereof with grass or other ground cover or plantings and maintained n a clean and attractive manner free of dust and weeds. All fences on Lots hall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the and, and shall be binding on all persons claiming any interest in the Lot until anuary 1, 2014. On that date, these covenants shall be automatically extended or successive periods of ten (10) years, unless a majority of the owners of the ots affected by the Restrictive Covenants agree to change any Restrictive ovenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the ssociation, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such nnual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 9th date of April, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: _____

Its: President

OWNERS:

By: _____

By: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 9th day of April, 1987, by _____ and _____, Owners.

_____
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:
5-9-88

NOTARY'S PRINTED NAME: _____

Unofficial Document

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

SEP 9 1981

COUNTY CLERK
TARRANT COUNTY, TEXAS

Please Return To:

LARRY COLE COMPANIES
802 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

SUZANNE HENDEE
COUNTY CLERK
BY

TARRANT COUNTY, TEXAS
'81 SEP -9 AM 9:59

VOL. 9063 PG. 956

TATE OF TEXAS $ AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT _____,
$ BLOCK _____, WOODLAND HILLS, SECOND FILING, AN ADDITION
OUNTY OF TARRANT $ TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

1000 33653 5.00 W D 5 09/09/87

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, nc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Associaion.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for he common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot _____, Block _____, in Woodland Hills, _____ iling, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covring Phase III, Second Filing, Woodland Hills, recorded in Volume 8173, Page 1209, f the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants reviously filed and hereby impress the following restrictions upon their Lot in ddition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this _____ date of _____, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: _____

Its: _____

OWNERS:

By: _____

By: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of _____, 1987, by _____ and _____, Owners.

MY COMMISSION EXPIRES:

5-9-88

NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: _____

Unofficial Document

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

SEP 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 404
BEDFORD, TEXAS 76022

PLEASE RETURN

TARRANT COUNTY, TEXAS
87 SEP -9 AM 11:58
DALLAS HENDERSON
COUNTY CLERK

VOL. 9063 PG. 932

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 12, BLOCK 12,
WOODLAND HILLS, Sixth FILING, AN ADDITION
IN THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that J.P. Enterprises, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 12, Block 12

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot situated upon the Properties.

G. "Declarant" shall mean and refer to J.P. Enterprises, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southbreak, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southbreak, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the Developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without the affirmative vote of one-half of each class of Members.

Any Agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1985, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1985, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessments.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this day of , 1984, by , a .

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires:

UNOFFICIAL DOCUMENT

UNOFFICIAL DOCUMENT

FILED
TARRANT COUNTY, TEXAS
'87 FEB -9 P2:29
COUNTY CLERK

Larry Cole Cos.
807 Forest Ridge
Suite 104
Bedford, Texas
76022

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID AND UNENFORCEABLE UNDER FEDERAL LAW AND ARE [illegible]

ANY PROVISION [illegible] TO THE SALE, RENTAL OR USE OF THE [illegible] OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

VOL. 8838 PG. 894

:ATE OF TEXAS §
§
:OUNTY OF TARRANT §

AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 13, BLOCK 12, WOODLAND HILLS, SECOND FILING, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS: SEP 16 1 57 87

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 13, Block 12, in Woodland Hills, _____ Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase III, Second Filing, Woodland Hills, recorded in Volume 8173, Page 1209, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the Lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

romoting the recreation, health, safety, enjoyment, and welfare of the owners f the lots in the Villages of Woodland Hills, and for the improvement and aintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be 250.00. Beginning January 1, 1988, the annual assessment may be increased not ore than ten percent (10%) above the previous year's annual assessment by ajority vote of the Board of Directors. Increases in the annual assessment in xcess of ten percent (10%) must be approved by fifty percent (50%) of the embers voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners ereby grant to the Association a continuing lien upon their Lot to secure ayment of all assessments on their Lot, including interest, costs, and reasonble attorney's fees. The Association may bring actions at law or equity to nforce payment of delinquent assessments and may enforce the assessment lien in he same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or ome improvement lien on the Lot. The Secretary of the Association shall be bligated to execute all documents reasonably necessary to subordinate the ssessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay ssessments timely, and the grant of a continuing assessment lien, the Associaion agrees to take such action as may be reasonably necessary to shield Owners rom any personal liability arising out of Owners' membership in the Associaion. Such action shall include, but not be limited to, obtaining and mainaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant ffecting the Lot, may be amended by the approval in writing of three-fourths ajority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement y proceedings at law or in equity. The prevailing party shall recover reasonble attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of his Agreement shall in no wise effect any other provisions which shall remain n full force and effect.

SIGNED this 10 date of September, 1987.

OODLAND HILLS HOMEOWNERS ASSOCIATION, NC.

y: Butch Johnson

ts: President

OWNERS:

By: Kim G. Smith

By: Jana W. Smith

TATE OF TEXAS §
OUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 10th day of September, 1987, by Kim G. and Jana W. Smith, wners.

Carol L. Johnson
NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: 5-9-92

T COMMISSION EXPIRES:

Unofficial Document

Return to: [redacted] 14007

UNOFFICIAL COPY

09770 2078

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 14, BLOCK 12,
WOODLAND HILLS, Second FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Leisure Homes, Inc. Texas Corporation being the owner of the following lot in WOODLAND HILLS, Second FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 14, Block 12,

as reflected by Plat recorded in Volume 388-180, Pages 56 and __, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes;

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Leisure Homes, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: [signature]

[signature]
Secretary

By: [signature]

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 17th day of Sept, 1986, by [signature], a Notary Public.

Witness my hand and official seal.

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

My Commission Expires: 11-21-99

Unofficial Document

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly recorded in the Official Public Records of Tarrant County, Texas, as stamped hereon by me.

NOV 14 1988

COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
'86 NOV 14 AM 11:58

RETURN TO:
LARRY COLE COMPANIES
801 ROSS AVENUE, SUITE 104
DALLAS, TEXAS 75202

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

Unofficial Document

STATE OF TEXAS

COUNTY OF TARRANT

1000 36049 13.00 M D 4 10/08/85

AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS, that SOUTHCREEK, INC., a Texas Corporation, being the owner of all of the lots in Woodland Hills, Third Filing, an addition to the City of Colleyville, Tarrant County, Texas, TO WIT:

Lots 2 - 26	Block A
Lots 1 - 15	Block 1D

as reflected by Plat recorded in Volume 388-161, Page 22, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all interest and purposes, and whereas the owner desires to impress said property with restrictive covenants as hereinafter set forth in order to insure uniformity and harmony in the character of the buildings and to maintain a high quality residential neighborhood for the protection, use and benefit of each purchaser.

NOW, THEREFORE, Southcreek, Inc., does hereby adopt the plan and subdivision of said tract as described above, does hereby dedicate and does hereby further impress said property with the following restrictive covenants which shall run with the title to said land and shall be binding upon all parties and persons claiming said land or any part thereof until January 1, 2015, at which time, said covenants shall be automatically extended for successive periods of ten (10) years, unless by agreement of the majority of the owners of the lots comprising said subdivision, it is then agreed to change said covenants in whole or in part, and any and all conveyances of any and all of the lots comprising said subdivision shall be deemed to subject to the restrictive covenants herein set forth, which shall, for all legal purposes be conclusively deemed to be part of each deed or conveyance of any lot or portion hereof in said subdivision. Invalidation of any one of these covenants or restrictions by judgement or order of the court shall in no wise effect any of the other provisions hereof, which shall remain in full force and effect.

1

The restrictions herein set forth are imposed upon each lot and plot of land for the benefit of each and every other lot and plot, shall constitute covenants running with the land, and shall inure to the benefit of such land and their heirs and assigns, and each and every purchaser of and person acquiring any interest in any part of such land, and their heirs and assigns, and all persons acquiring any of the land covered by these restrictions shall be taken to agree and covenant to conform to and observe all such restrictions as to the use of said land no restrictions or covenants herein set forth shall be binding on any corporation, person or persons except in respect to breaches committed during the time such corporation or person owns or has an interest in said land or part hereof; and the undersigned, its successors and assigns, and the owner or owners of any part of such land and of any interest therein, setting jointly or severally shall have the right to sue for and obtain an injunction to prevent the breach of, or to enforce the observance of, the restrictions and covenants above set forth in addition to the ordinary legal action for damages, and the failure of any one or all of such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so at any time thereafter, nor shall the failure to enforce such restrictions as to any one or more lots or plots, or as to any one or more owners thereof, be deemed a waiver of the right, to enforce them as to any and all other lots and owners; nor shall the failure of the undersigned to enforce any such covenants, conditions or restrictions give rise to any cause of action against it by any other person.

Attorney's Fees

In the event it shall be necessary for any owner to place this agreement in the hands of an attorney for the enforcement of any of such owner's rights hereunder or for the recovery of any monies due to such owner hereunder, and it is necessary to bring suit for the enforcement of such rights or such recovery, the prevailing party in such suit shall recover from the losing party all costs of court and reasonable attorney fees, as determined by the court, in addition to any other relief or recovery awarded by the court.

II

All of the lots and blocks are hereby restricted and designated as residential lots.

III

No erection of building or exterior additions or alterations, including signs to any building situated upon the properties, nor any construction of any kind whatsoever, nor erection of or changes or additions in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony or external design, appearance, and locations in relation to surrounding structures and topography by an Architectural Control Committee composed by the Board of Directors of Southcreek, Inc., or by three (3) or more representatives appointed by the Board. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in the event, if no suit to enjoin the addition, alteration or changes has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to compensation for services performed pursuant to the Article. Duplicate plans for the erection of any structure on any lot must be prepared by a registered architect or recognized professional designer and shall be submitted to the Architectural Control Committee for approval, one of which will be retained in the Developer's permanent files. All plans shall contain as a minimum, the following information:

a. A foundation plan showing a cross section of the beams, etc., with reinforced steel indicated.

b. A floor plan showing the total square feet of living area.

c. The exterior elevation showing the front, rear and the side elevations, complete with all ornamental and decorative details.

d. The specifications indicating type, grade and color, where applicable, of all exterior materials must be shown.

e. A plot plan showing the location of improvements, sidewalks, patios, driveways, fences, and retaining walls. Lot drainage provisions are to be indicated and cut and fill details, if any, appreciable changes in the lot contours is contemplated.

No builder shall obtain a building permit from the City of Colleyville to any lot until house plans, as described above, have been submitted to and approved by the Architectural Control Committee. The Architectural Control Committee shall have the authority to vary these restrictions when it feels it is in the best interest of Woodland Hills to do so.

IV

Every residential building erected upon any lot or premises shall not protrude forward of the building line shown on the recorded plat. The front of said dwellings shall be located back of the recorded front property line. No residence, dwelling or outbuilding shall be erected nearer than ten (10) feet from the inside line of such building plat or premises or nearer than fifteen (15) feet from the side street of such building plat or premises or nearer than the rear twenty-five (25) feet of any yard. The undersigned reserves the right to change, in writing, any building lines shown on the plat referred to herein or setback lines from the side lines shown on the said plat referred to in these restrictions, so long as the undersigned hold legal title to such lots and likewise, reserves the right to make such changes with the consent of the owners of the property involved after the undersigned has conveyed the title to such property.

V

No building shall be erected on any residential lot except one detached single family dwelling, and outbuildings used in connection therewith; the term "outbuilding" shall include only a garage, either attached or detached, and servants quarters detached from the building. Such garage or servants quarters may include a laundry room or laundry facilities to be used only for the convenience of the occupants of the dwelling and not as a public laundry, and except as herein set out, no other outbuildings may be located upon such residential building plot or premises, excepting, of course, childrens playhouses or buildings of like nature, used for the convenience and pleasure of the occupants of the dwelling. Every residence on a corner lot shall face on the street designated by the undersigned and shall present a good appearance on the other street on which it is located.

Garages: Every garage shall be attached to the residence or breezeway or covered porch attached to the residence, and none shall have an opening facing a street. All corner lots shall have rear entry garages only.

VI

Ground floor area, exclusive of porches and garages, of the main structure on any residential lot or premises shall not be less than the square footage opposite the lots described as follows:

Block 8	Lots 2 - 26	2800 sq. ft.
Block 10	Lots 1 - 15	2500 sq. ft.

For one and one-half or two story houses, 1,500 square feet shall be minimum of the first floor. Exposed exterior wall area of the first floor, exclusive of doors, windows or gables shall be 75% masonry. Masonry material shall be quality and appearance equal or superior to standard clay or shale common brick, color pigment Portland Cement brick or Quarried stone. Roofs shall be of wood shingle, tile, or any approved roofing material approved at the exclusive election of the Dedicator or the Architectural Control Committee. Roofs of composition shingles will not be allowed.

VII

No fence shall be erected on any residential lot nearer to the front property line than five (5) feet behind the front of the main residence, and no fence shall be erected on any corner lot nearer to the side streets than five (5) feet of the property line of such lot. No fence may be installed upon any pedestrian easement, unless approved by the Architectural Contol Committee. All fences shall be of wooden material, unless other type of material is approved by the undersigned prior to the installation.

VIII

All houses and structures permitted under these restrictions shall be completed within twelve (12) months, once construction is started. No house shall be occupied as a residence until it is completed in accordance with the provisions of these covenants. No house or structure may be occupied until the premises are properly connected with the city sewage system.

IX

No livestock, poultry, farm animals or wild animals of any kind shall be kept on any lot in this addition other than domestic household pets, with the exception of those lots zoned R-30 which shall have a permit from the City of Colleyville.

X

No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any residential lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XI

No garage or other outbuildings erected on any residential building plot or premises, and no basements, trailer, tent or shack, or other buildings or shelter erected or located thereon, except one detached single family dwelling, shall at any time, ever be used, either temporarily or permanently as a residence. This restriction shall not apply to servants quarters bonafidely occupied by domestic servants of an owner or tenant of such plot or premises.

XII

No obnoxious or offensive trade shall be carried on upon any plot or premises, nor shall anything be done thereon which may become an annoyance to the neighborhood. No outbuilding or residence or any residential lot shall be used for commercial purposes whatsoever.

XIII

Southcreek, Inc. and its assigns and successors may place or install subdivision development signs, billboards, and real estate signs and temporary buildings on any lot in this addition which may remain until all lots are built on and houses are sold and occupied. No pre-existing permanent house, dwelling and/or structure or prefabricated dwelling of any kind or character whatsoever may be moved into or placed upon any lot in said addition. A new structure only shall be erected on and permitted to remain on any lot in said addition. However, temporary trailers, trailer houses, shops, storage sheds, or buildings used in conjuction with building and selling residences are permitted to be installed and remain until subdivision houses are complete and occupied.

XIV

Open space restrictions shall apply to all lots abutting intersections which shall contain an open space restriction which shall be a line twenty-five (25) feet from the point of intersection along the line that faces the street and with a diagonal line from each twenty-five (25) foot dimension creating the open space, a triangle which is an open space easement. No structure, object or plant of any type exceeding twenty-four (24) inches in height above the top of the curb including but not limited to buildings, fences, walls, signs, trees, shrubs, cars, trucks, etc., may hereafter be placed in the open space easement described herein, which easement shall remain in effect until vacated by Dedicator.

XV

The owners of the lots shall be responsible for maintenance of the Pedestrian Easement as indicated on the plat referred to herein located between their lot lines and the streets on which the lots face, which shall include the installation of sidewalks and the maintenance thereof as designated by the Architectural Control Committee. Owners of lots bordering Martin Drive are required to construct sidewalks on said lot where designated by the Architectural Control Committee. The owners of the improved property shall likewise maintain the exterior of all structures on their lot and their yards, hedges, plants and shrubs in a neat and trim condition at all times. Nothing shall be done on any lot which shall be or become an annoyance or nuisance to the neighborhood.

XVI

Underground utility service, including electric service of the type known as 120/240 volt, single phase, 3 wire, 60 cycle alternating current and telephone service has been made available to all lots or such other underground utility service as Dedicator shall approve. The grantees of such lots agree for themselves, their heirs, successors and assigns, not to request any electric service of any character, other than that provided by such underground facilities. Since it is the purpose and intent of these covenants and restrictions that utility service in said Addition shall be maintained underground, no poles, towers, television satellite dishes, nor overhead lines, shall be installed for any purpose on any building sites without written permission of the Architectural Control Committee.

XVII

No boats, trailers, mobile homes or trucks with tonnage in excess of 3/4 tons shall be permitted to park on the streets, driveways, or lots overnight, unless they can be located in a garage or rear entry drive in such a way as not to be visible from the street, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.

XVIII

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot, or parcel of land, upon which the improvements are to be erected, and shall not be placed in the street between the pavement and property lines.

No stumps, trees, underbrush or any refuse of any kind, nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots, streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material shall be immediately removed. Any material left on the lot or adjoining lots that is not disposed of promptly may be disposed of by the Developer and payment for such service to be borne by the builder or homeowner.

XIX

Should any questions arise on these restrictions, the interpretation of the Architectural Control Committee shall be final.

Should any dispute arise between two or more property owners, the Architectural Control Committee shall serve as the arbitration committee, and their decision shall be binding on all parties to the dispute.

EXECUTED this 4th day of October, 19 85.

SOUTHCREEK, INC.

BY: Larry R. Cole

ITS: President

STATE OF TEXAS)

COUNTY OF TARRANT)

BEFORE ME, the undersigned in and for the County and State on this day personally appeared LARRY R. COLE, known as its President, the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said SOUTHCREEK, INC., and that he executed the same as the act of such corporation for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL this 4th day of October, 19 85.

Jerry M. Hungerford

Notary Public, Tarrant County, Texas

11-21-85

Commission Expiration Date

Unofficial Document

VOL 8333 PAGE 1764

FILED
TARRANT COUNTY, TEXAS
'85 OCT -7 P2:29
MADGE ...
BY ...

COUNTY OF TARRANT
STATE OF TEXAS
I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly recorded in the Volume and Page of the Record Records of Tarrant County, Texas, as stamped hereon by me.
OCT 7 1985
COUNTY CLERK
TARRANT COUNTY, TEXAS

COUNTY OF TARRANT
STATE OF TEXAS
I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly recorded in the Volume and Page of the Record Records of Tarrant County, Texas, as stamped hereon by me.
OCT 7 1985
COUNTY CLERK
TARRANT COUNTY, TEXAS

Guardian Title Co
803 Forest Ridge Suite 100
Bedford 76022

Unofficial Document

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 9, BLOCK 8,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Vikki L. Cook & _____, being the owner of the following lot in **WOODLAND HILLS,** Third **FILING,** an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 9, **Block** 8

as reflected by Plat recorded in Volume 161, Pages 22 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Common Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Vikki L. Cook _____, _____

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

VOL. 8838 PG. 774

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchaser thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional benefits furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year to which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this day of , 1986, by , a .

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires:

FILED
TARRANT COUNTY, TEXAS
'87 FEB -9 P 2:29
SUSANNE HENDERSON COUNTY CLERK

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

[illegible] CONTAINED [illegible] DOCUMENT WHICH RESTRICT [illegible] RENTAL [illegible] COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

VOL. 8838 PG. 780

Unofficial Document

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 10, BLOCK 8,
WOODLAND HILLS, Third Filing, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Gettys Construction Co, Inc. a Texas Corp., being the owner of the following lot in WOODLAND HILLS, _____ FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 10, Block 8

as reflected by Plat recorded in Volume _____, Pages _____ and _____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowner's Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Area.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks, and the median parkway.

E. "Member" shall mean every person or entity who holds membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot situated upon the Properties.

G. "Declarant" shall mean and refer to Gettys Construction Co., Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Property. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Premises. The keeping of mobile homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Grass. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southbreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Member shall be Southbreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchaser thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvement and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessments. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the board of directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessments for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-Payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 15th day of October, 1986, by _____, a Notary Public.

Witness my hand and official seal:

Notary Public in and for
the State of Texas

My Commission Expires: 11-21-89

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Court's Minutes of the Issued Records of Tarrant County, Texas, as stamped hereon by me.

NOV 14 1986

Madrin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
'86 NOV 14 AM 11:58

RETURN TO:
TARRY COLE COMPANIES
[illegible] TEXAS [illegible]
[illegible] SUITE 104

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

Unofficial Document

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 11, BLOCK 8,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that KM Properties Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 11, Block 8

as reflected by Plat recorded in Volume 388-161, Pages 22 and —, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes;

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges: Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to KM Properties Inc.,

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

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The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessments for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

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C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

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Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

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The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 2 day of June, 1986, by _____, a _____.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: _____

Unofficial Document

[illegible] THE REAL PROPERTY DESCRIBED [illegible] COLOR ARE INVALID UNDER FEDERAL [illegible] UNENFORCEABLE.

[illegible] RESTRICTS THE SALE, RENTAL [illegible] OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

FILED
TARRANT COUNTY, TEXAS
'86 NOV 14 A11:58

LARRY COLE COMPANIES
307 FOREST RIDGE, SUITE 104
[illegible], TEXAS 75042

Return to:

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time [illegible] the Named Records of Tarrant County, Texas, as stamped hereon by me.

NOV 14 1986

[illegible]
COUNTY CLERK
TARRANT COUNTY, TEXAS

VOL. 8752 PG. 1075

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 12, BLOCK 8,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Weldon Gettys/Builder, a Sole Proprietorship, being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 12, Block 8

as reflected by Plat recorded in Volume 388-15, Pages 22 and --, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Greek Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Weldon Gettys Builder

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property releated thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall, upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Nonpayment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of _____, 1986, by _____, a _____

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: _____

PROVISIONS [illegible] RESTRICT THE SALE, RENTAL, [illegible] PROPERTY DESCRIBED THEREIN BECAUSE OF [illegible] ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

FILED
TARRANT COUNTY TEXAS
'86 NOV 14 AM 11:58

LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
SECOND, TEXAS 75022

Return to:

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly recorded in the Official Public Records of Tarrant County, Texas, as stamped hereon by me.

NOV 14 1986

Madrid Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

Unofficial Document

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 13, BLOCK 8,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Sherwood Homes, Inc. Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 13, Block 8

as reflected by Plat recorded in Volume 388-161, Pages 22 and ___, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Sherwood Homes, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $10.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Sherwood Homes Inc

Secretary

By: Barbara Youngblood

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 16th day of [illegible], 1986, by [illegible], a [illegible].

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 11-21-86

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Unofficial Document

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PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Record Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrie Huffman DD
COUNTY CLERK
TARRANT COUNTY, TEXAS

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 19, BLOCK 8,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Southcreek, Inc, a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 19, Block 8

as reflected by Plat recorded in Volume 388-161 Pages 22 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Southcreek, Inc.,

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

h. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

i. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

j. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1983, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments: Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: Southeast Fire

Mary L. Sanders
Secretary

By: [illegible]

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 1986, by [illegible], a [illegible].

Witness my hand and official seal.

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

My Commission Expires: [illegible]

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COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly recorded in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 15, BLOCK 8,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Lou McDonald/ Custom Builder, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 15, Block 8

as reflected by Plat recorded in Volume 388-161, Pages 22 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Area.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Lou McDonald Custom Builder, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgatge or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 16th day of July, 1986, by [illegible], President.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 11-3-88

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COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED HEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE

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.

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 16, BLOCK 9,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Newton Brothers Construction & Sole Proprietorship, being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 16, Block 9

as reflected by Plat recorded in Volume 388-161, Pages 22 and 0, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Newton Brothers Construction

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period; the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property releated thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 5, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8.- Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this day of July, 1986, by, &.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires:

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COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madeline Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

Unofficial Document

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 17, BLOCK 8,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that John Stevens dba Oakwood Properties, Inc., being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 17, Block 8

as reflected by Plat recorded in Volume 388, Pages 22 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Area.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to John Stevens dba Oakwood Properties

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1986, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 7. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of each month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which become subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: Oakwood Properties Inc

Secretary

By: John E Stears

STATE OF TEXAS $

COUNTY OF TARRANT $

The foregoing instrument was acknowledged before me this _____ day of _____, 1986, by _____, a _____ _____.

Witness my hand and official seal.

_____
Notary Public in and for
the State of Texas

My Commission Expires: _____

Unofficial Document

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named Records of Tarrant County, Texas, as stamped hereon by me.

JAN 29 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

'87 JAN 29 P3:26

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 18, BLOCK 8,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Quality Built Properties, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Third FILING, an Addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 18, Block 8

as reflected by Plat recorded in Volume 388-161, Pages 22 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Quality Built Properties, Inc.,

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with repsect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulaciona which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 2 day of April, 1986, by _____, 2 _____.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: _____

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this [illegible] was filed on the date and at the time [illegible] by me and was duly [illegible] in the [illegible] of Tarrant County, Texas [illegible]

COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
'86 NOV 14 AM 11:58

RETURN TO
LARRY COLE COMPANIES
801 FOURTH RIDGE, SUITE 104
BEDFORD, TEXAS 76022

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

Unofficial Document

2600 - [illegible]

15 [illegible]

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 1, BLOCK 8,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Southcreek Inc, a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 1, Block 8

as reflected by Plat recorded in Volume 388-161, Pages 22 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property, and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Southcreek Inc., ____

VL 8659 PG 880

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

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Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

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B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this day of , 1986, by , a .

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires:

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Unofficial Document

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT }
STATE OF TEXAS }

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 22, BLOCK 8,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Larry Austin Construction Co., Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 22, Block 8

as reflected by Plat recorded in Volume 388-161, Pages 22 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Larry Austin Construction Co., Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above-mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns, by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any Lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property releated thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 16th day of June, 1986, by [illegible], a [illegible].

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: [illegible]

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COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrene Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 23, BLOCK 8,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Kenneth Pressley, Inc. a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 23, Block 8

as reflected by Plat recorded in Volume 388-161, Pages 11 and --, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Area.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Kenneth Pressley, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

KENNETH PROSSLOY, INC

Carol L. Johnson
Secretary

By: Kenneth A. Prossloy
President

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 13th day of October, 1986, by Carol L. Johnson, a Notary Public.

Witness my hand and official seal.

Carol L. Johnson
Notary Public in and for
the State of Texas

My Commission Expires: _____

Unofficial Document

FILED
TARRANT COUNTY, TEXAS
'86 NOV 14 A11:59

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

LARRY COLE COMPANIES
307 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

Return to

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly recorded in the Vol. [illegible] of the Named Records of Tarrant County, Texas as stamped hereon by me.

NOV 14 1986

Madrin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

VOL. 8752 PG. 971

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 24, BLOCK 6,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that August Homes and Construction Co., Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 24, Block 6

as reflected by Plat recorded in Volume 388-161 Pages 22 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Area.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to August Homes & Construction Co., Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreational use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectutal Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

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C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

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COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

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The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

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At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 11th day of May, 1986, by, a Notary Public.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 11-21-89

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21 P1:02

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Marlin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND UNENFORCEABLE.

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.

UNOFFICIAL DOCUMENT

8658 1151

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 26, BLOCK 8,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Rainbloud, Inc, a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 26, Block 8

as reflected by Plat recorded in Volume 388-161, Pages 22 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Rainbloud, Inc.,

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvement and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessments.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 19th day of September, 1986, by _____, a Notary Public.

Witness my hand and official seal:

Notary Public in and for
the State of Texas

My Commission Expires: 1-9-88

Unofficial Document

PROVISIONS OBTAINED IN ANY DOCUMENT WHICH RESTRICT THE [illegible] PROPERTY DESCRIBED THEREIN [illegible] ON [illegible] INVALID UNDER FEDERAL LAW [illegible] UNENFORCEABLE.

ANY [illegible] WHICH RESTRICTS THE [illegible] RENTAL, OR USE OF THE [illegible] BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

FILED
TARRANT COUNTY, TEXAS
'86 NOV 14 AM 11:58
[illegible]

RETURN TO:
LARRY COLE COMPANIES
[illegible] BRIDGE, SUITE 104
[illegible], TEXAS [illegible]

COUNTY OF TARRANT
STATE OF TEXAS
I hereby certify that this instrument was FILED on the date and at the time [illegible] by me and was duly [illegible] in the Official Records of Tarrant County, Texas, as stamped hereon by me.

NOV 14 1986

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COUNTY CLERK
TARRANT COUNTY, TEXAS

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 2, BLOCK 10,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Kenneth Pressley, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 2, Block 10

as reflected by Plat recorded in Volume 161, Pages 22 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Kenneth Pressley, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Marcin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The Administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fall due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds, streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Area that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of each month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Mary L. Sanders
Secretary

[illegible], Inc.

By: [illegible], President

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 1986, by [illegible], a [illegible]

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: [illegible]

Unofficial Document

Unofficial Document

FILED
TARRANT COUNTY, TEXAS
'87 FEB 9 P2:26
BUSINESS RENDERS

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED ON the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

Harry Ell Cao
507 Street Ridge
Suite 104
Bedford, Tx 76022

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

STATE OF TEXAS $ AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 3,
$ BLOCK 10, WOODLAND HILLS, THIRD FILING, AN ADDITION
COUNTY OF TARRANT $ TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 3, Block 10, in Woodland Hills, Third Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase IV, Third Filing, Woodland Hills, recorded in Volume 8333, Page 1758, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2015. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 11 date of September, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: Carol Johnson

Its: Secretary

OWNERS:

By: [illegible]

By: [illegible]

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 11 day of September, 1987, by [illegible] and [illegible], Owners.

Carol Johnson

NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: Carol E. Johnson

MY COMMISSION EXPIRES: 5-9-88

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

Return to:
Bluegrass Inc.
807 Sunset Ridge
Suite 104
Bedford, TX
76022

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas as stamped hereon by me.

SEP 14 1982

COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
'87 SEP 14 P12:04
SUZANNE HENDEE
COUNTY CLERK
BY

VOL. 9067 PG. 390

UNOFFICIAL COPY

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 4, BLOCK 10,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Sherwood Homes, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 4, Block 10

as reflected by Plat recorded in Volume 388-161, Pages 22 and 23, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Sherwood Homes Inc.,

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with repsect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

VL 8659 1098

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property releated thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgatge or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

Sherwood Homes Inc

By: Barbara Youngblood

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 5th day of [illegible], 1986, by [illegible], a [illegible].

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 11-21-89

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COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 8, BLOCK 10,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that KM Properties Inc. Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 8, Block 10,

as reflected by Plat recorded in Volume 388-161, Pages 22 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes;

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Creek Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to KM Properties Inc.,

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

G. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

H. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

I. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot, by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owed by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this day of April, 1986, by , a

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires:

Unofficial Document

FILED
TARRANT COUNTY, TEXAS
'86 NOV 14 A11:58
MADISON CUTLER
TEXAS

LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
SEGUNDO, TEXAS 75082

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Records of Tarrant County, Texas, as Recorded Herein by me.

NOV 14 1986

Madison Cutler
COUNTY CLERK
TARRANT COUNTY, TEXAS

VOL. 8752 PG. 1091

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 9, BLOCK 10,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Kenneth Pressley, Inc. a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 9, Block 10

as reflected by Plat recorded in Volume 388-161, Pages 72 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowner's Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Area.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Kenneth Pressley, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 2 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments, a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: KENNETH PRESSLEY, INC

Carol L. Johnson
Secretary

By: Kenneth A Pressley
President

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 15 day of [illegible], 1986, by Carol L. Johnson, a Texas Notary.

Witness my hand and official seal.

Carol L. Johnson
Notary Public in and for
the State of Texas

My Commission Expires: _____

Unofficial Document

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, DEFINE THE USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF COLOR OR RACE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

FILED
TARRANT COUNTY, TEXAS
'86 NOV 14 AM 11:58

LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
ST. PAUL, TEXAS 75202

RETURN TO

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Official Records of Tarrant County, Texas, as stamped hereon by me.

NOV 14 1986

Madrin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

Unofficial Document

15.00

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 1, BLOCK ___,
WOODLAND HILLS, ___ FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS $

COUNTY OF TARRANT $

KNOW ALL MEN BY THESE PRESENTS that [illegible], a [illegible], being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 10, Block 10

as reflected by Plat recorded in Volume 388-A, Pages 22 and 23, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot situated upon the Properties.

G. "Declarant" shall mean and refer to Charles Hoyle, Jeanne Eveland

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

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ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

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B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessments.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of each month as

-9-

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 2nd day of February, 1984, by

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 5-9-88

UNOFFICIAL DOCUMENT

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the volume and page of the Official Records of Tarrant County, Texas, as stamped hereon by me.

MAR 30 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

LARRY COLE COMPANIES
807 FOREST RIDGE SUITE 104
BEDFORD, TEXAS 76022

Return to:

FILED
TARRANT COUNTY, TEXAS
'87 MAR 30 AM 9:55
COUNTY CLERK

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

STATE OF TEXAS § AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 1,
§ BLOCK 8, WOODLAND HILLS, THIRD FILING, AN ADDITION
COUNTY OF TARRANT § TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

1000 38447 6 5.00 W D 10/15/87

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 1, Block 8, in Woodland Hills, Third Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase IV, Third Filing, Woodland Hills, recorded in Volume 8333, Page 1758, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2015. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 9th date of October, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: [signature]

Its: President

OWNERS:

By: Southcross, Inc

By: [signature]

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 9th day of October, 1987, by [signature] and _____, Owners.

[signature]
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: 11-21-89

NOTARY'S PRINTED NAME: Terry M. Hedgpeth

UNOFFICIAL DOCUMENT

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the volume and page of the named Records of Tarrant County, Texas, as stamped hereon by me.

OCT 15 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

Please Return To:
LARRY COLE COMPANIES
807 PRODUCT PLACE, SUITE 104
BEDFORD, TEXAS 76022

FILED
87 OCT 15 AM 9:41
SUZANNE HENDERSON
COUNTY CLERK
BY

09095 1820

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 11, BLOCK 10,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Kenneth Chorn and wife Belinda Chorn, being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 11, **Block** 10

as reflected by Plat recorded in Volume 388-161, Pages 22 and __, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Kenneth Chorn and wife Belinda Chorn

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1989, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of debt and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties, and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as will as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1986, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1986, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: Belinda S. Chow

Carol L. [illegible]
Secretary

By: Kenneth A. Chow

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 3rd day of February, 1986, by [illegible] & Kenneth Chow, a [illegible].

Witness my hand and official seal.

Carol L. [illegible]
Notary Public in and for
the State of Texas

My Commission Expires: 5-5-88

UNOFFICIAL DOCUMENT

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named Records of Tarrant County, Texas, as stamped hereon by me.

MAR 30 1981

COUNTY CLERK
TARRANT COUNTY, TEXAS

RETURN TO:
LARRY COLE COMPANIES
807 FOREST RIDGE SUITE 104
BEDFORD, TEXAS 76022

FILED
TARRANT COUNTY, TEXAS
87 MAR 30 AM 9:54

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 12, BLOCK 10,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Sherwood Homes, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 12, Block 10

as reflected by Plat recorded in Volume 388-161, Pages 22 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Sherwood Homes Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The Administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: Sherwood Homes, Inc.

[signature]
Secretary

By: Barbara Youngblood

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 1st day of July, 1986, by [signature], a Notary Public.

Witness my hand and official seal.

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

My Commission Expires: 11-21-86

Unofficial Document

VL 8659 1078

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 13, BLOCK 10,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that August Homes and Construction Co., Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 13, Block 10

as reflected by Plat recorded in Volume 388-161, Pages 22 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to August Homes and Construction Co., Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Member shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessments for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgatge or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

[signature]

Secretary

By: [signature], Pres

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 11th day of July, 1986, by [signature], a Notary Public.

Witness my hand and official seal.

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

My Commission Expires: 11-21-89

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Unofficial Document

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

N° 8650N1143

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STATE OF TEXAS §
§
COUNTY OF TARRANT §

AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 14, BLOCK H, WOODLAND HILLS, THIRD FILING, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Village of Woodland Hills.

E. "Lot" shall mean Lot 14, Block H, in Woodland Hills, Third Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase IV, Third Filing, Woodland Hills, recorded in Volume 8333, Page 1758, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2015. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 11th date of March, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: [signature]

Its: Secretary

OWNERS:

By: [signature], Pres.

By: [signature]

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this ____ day of _____, 1987, by _____ and _____, Owners.

NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: _____

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC STATE OF TEXAS

UNOFFICIAL DOCUMENT

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly recorded in the volume and page of the named records of Tarrant County, Texas, as stamped hereon by me.

MAR 30 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

Return to:

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VOL. 8388 PG. 07

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 2, BLOCK 8
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Southcreek Inc, a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Third FILING, an Addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 2, Block 8

as reflected by Plat recorded in Volume 388-161, Pages 22 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Southcreek Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with repsect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any Lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V.

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to Vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 And 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due, or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures effecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of _____, 1986, by _____, a _____

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: _____

FILED

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Unofficial Document

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

I hereby certify that this document was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 4, BLOCK B,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Southcreek, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 4, Block B

as reflected by Plat Recorded in Volume 388-161, Pages 22 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Southcreek, Inc.,

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and so subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above-mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by; the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: _____

_____ By: _____
Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 21 day of _____, 1986, by _____, a _____

Witness my hand and official seal.

_____
Notary Public in and for
The State of Texas

My Commission Expires: _____

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COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

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STATE OF TEXAS

COUNTY OF TARRANT

AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 5, BLOCK B, WOODLAND HILLS, THIRD FILING, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 5, Block B, in Woodland Hills, Third Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase IV, Third Filing, Woodland Hills, recorded in Volume 8333, Page 1758, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Associa-

tion such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILTY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 12th date of February, 1992 ~~1988~~.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: [signature]

Its: PRESIDENT

OWNERS:

By: [signature]

By: [signature]

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 12th day of February, 1988, by [signature] and [signature], Owners.

MY COMMISSION EXPIRES: 11/95

[signature]
NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: Anita R. Cooper

D192051554
WOODLAND HILLS HOMEOWNERS ASSN
3527 CROSSGATE CIR E
COLLEYVILLE, TX 76034

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

F I L E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T
T O: CECILIA A THOMAS ATTY

RECEIPT NO	REGISTER	PRINTED DATE	TIME
192138407	DR91	03/20/92	10:08

	INSTRUMENT	FEECD	AMOUNT	FILED	TIME	
1	D192051554	WD	7.00	920320	10:08	CK 3122

T O T A L : DOCUMENTS: 01 F E E S: 10.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

10569 1693

STATE OF TEXAS § AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT ____,
§ BLOCK ____, WOODLAND HILLS, THIRD FILING, AN ADDITION
COUNTY OF TARRANT § TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

5.00 W D
5.00 W D
5 09/09/87

1000 33657

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot _____, Block _____, in Woodland Hills, T_____ Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase IV, Third Filing, Woodland Hills, recorded in Volume 8333, Page 1758, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2015. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 4th date of September, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: _____

Its: President

OWNERS:

By: _____

By: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 4th day of September, 1987, by _____ and _____, Owners.

MY COMMISSION EXPIRES:
5-9-88

NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: Carolyn Hanson

Unofficial Document

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named Records of Tarrant County, Texas, as stamped hereon by me.

SEP 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

LARRY [illegible] COMPANIES
807 F[illegible] 104
BED[illegible] 76022

Please Return To:

SUZANNE HENDERSON
COUNTY CLERK

BY

87 SEP -9 AM 9:57

APPARTMENT COUNTY, TEXAS

VOL. 9063 PG. 944

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT ___, BLOCK ___,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Dale E. and Marianne Fonk, being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot ___, Block ___

as reflected by Plat recorded in Volume ___, Pages ___ and ___, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Dale E. and Marianne Fonk

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

c. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by; the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period; the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 5th day of December, 1986, by _____, a _____.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 1-31-90

Unofficial Document

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

FILED
TARRANT COUNTY, TEXAS
'87 FEB -9 P2:29
SUZANNE HENDERSON, COUNTY CLERK

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED THEREIN BECAUSE OF [illegible] FEDERAL LAW [illegible]

ANY PROVISION [illegible] OR USE OF [illegible] OR RACE IS INVALID [illegible] LAW [illegible]

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

VOL. 8838 PG. 829

15

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 8, BLOCK 5,
WOODLAND HILLS, Third FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Loy McDonald Custom Builders, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Third FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 8, Block 5

as reflected by Plat recorded in Volume 388-16, Pages 22 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Loy McDonald Custom Builders, Inc.

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_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The Keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership:

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property releated thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the Annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinqdency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 11th day of July, 1986, by [illegible], a [illegible].

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 11-21-89

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Unofficial Document

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly [illegible] in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrene Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

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DECLARATION OF COVENANTS AND RESTRICTIONS

OF

WOODLAND HILLS HOMEOWNERS ASSOCIATION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS IS BEING REFILED FOR THE SOLE PURPOSE OF REFLECTING THE VOLUME AND PAGE OF THE PLAT

THIS DECLARATION, made this 18th day of June, 1986, by Southcreek, Inc., a Texas Corporation, hereinafter called Declarant,

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property in the County of Tarrant, State of Texas, ~~more particularly described as~~ reflected by Plat recorded in Volume 388-205, Page 40, Plat Records, Tarrant County, Texas;

And the property which is described herein on Exhibit "A" which shall be deeded by the Declarant to the Homeowners' Association as well as an Easement to the channel which is described on Exhibit "B" which is attached hereto for all purposes and incorporated herein by reference.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as the Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Southcreek, Inc., a Texas corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of

development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the the Villages of Woodland Hills Properties.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be the Declarant or its successors or

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assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights will be voted as Class A Membership and not Class B Membership.

ARTICLE IV

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment.

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Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefore, whether or not it shall be so expressed in acceptance of the deed therefore, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members. Lots owned by the Class B Members shall not be levied upon or liable for any annual or special assessment.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees, expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

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A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as determined by the Board of Directors of the Association; shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

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The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

ARTICLE VII

RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS

Section 1. Use Restrictions. The following restrictions shall be applicable to the use of any property subject to this Declaration:

A. No Lot on the Properties shall be used for any purpose other than residential purposes unless otherwise shown on the official recorded plat.

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B. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the Properties, except that not more than two (2) dogs, cats, or other household pets in the aggregate may be kept on any Lot within the rear private fenced yard, but only if they are not raised, bred, kept or maintained for any commercial purpose. No horses shall be kept on the Property. Dogs owned by Owners or their guests shall not be permitted to run at large but shall be kept under the control of such Owner or guest of such Owner by leash, cord or chain. The Owner of any dog shall immediately remove excrement deposited by said dog upon the Green Area.

C. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Properties.

D. No noxious or offensive activity shall be carried on or upon the Properties or any part thereof, nor shall anything be done or maintained thereon which may be or detract from its value as an attractive residential community. Habitually barking, howling or yelping dogs shall be deemed a nuisance. Garage doors shall be kept closed when not in use. Patios and balconies shall not be used for storage other than of patio furniture.

E. No Owner or occupant shall remove or significantly alter any tree in any street, right-of-way, park, or recreational area or other part of the Common Area unless permission in writing is first granted by the Association.

F. No Lot shall be used or maintained as a dumping ground for rubbish, grass clippings, garbage or trash. Garbage and other waste shall be kept in sanitary containers. All containers for the storage or disposal of such materials shall be kept inside the living unit or connected garage, except on the scheduled trash pick-up days.

ARTICLE VIII

RESTRICTIONS ON USE OF PROPERTY BY DECLARANT

So long as Declarant owns any interest in the Properties, Declarant excepts, excludes and reserves the following from each and every deed and instrument of conveyance executed and delivered by it to the Owner of a Building Site or Living Unit:

A. The right to maintain sales and administration offices, construction office or trailer and model homes with parking facilities on the Properties and to conduct sales activities therein so long as the Declarant is the Owner of any of the Properties.

B. The right to construct and complete the construction of living units, buildings, drives, lanes, roads and all other improvements on the Properties, and to repair and maintain the Common Areas and Green Areas. In connection therewith, Declarant reserves the right to use and excavate the surface and subsurface of the ground for the erection, construction and installation of said improvements and foundations, footings, floorings and basements. Delcarant also reserves the right to extend the drives, lanes and roads located or to be located on the Properties, the right to lease and rent such living units, and the right to sell, grant and convey title to purchasers of such subsequently constructed living units. Said purchasers shall become regular Members of the Association. Furthermore, Declarant also reserves the right to use and occupy so much of the Properties as may be necessary for the construction, reconstruction, maintenance and operation of any of said living units, Lots and Common Areas and Green Areas and other improvements including, but not limited to, the right to locate, install, maintain and repair all utilities and utility lines necessary for construction, reconstruction, maintenance and operation. Declarant, in addition, reserves the right to convey to any County, water district, sanitary sewer district or other municipal or quasi-municipal corporation all sewer lines and mains, and water mains and pipelines constructed or to be constructed on the Property, together with suitable rights of way over said lands for the required maintenance, repair, replacement and operation thereof.

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C. The right to grant and convey to others, whether or not they are Owners of Lots in the Properties, equal rights to a non-exclusive easement for ingress and egress along, over and across all the roads, and all extensions thereof now or hereafter constructed.

ARTICLE IX

RESTRICTIONS ON TYPE OF STRUCTURE PERMITTED

Section 1. Restrictions on Structures. In addition to the requirements imposed by any County or municipal corporation having jurisdiction over the Properties, the following restrictions apply to structure, improvements and personal property on the Properties.

A. No dwelling shall be erected on any part of the herein described real property containing less than 3,500, 3,000, 2,800, 2,500 square feet of principal living area, said living area to be fully enclosed as shall be designated on Exhibit "C" hereof which lots shall fall under which square foot designation. For one & one-half or two story houses, 1500 square feet will be minimum on the first floor. Exposed exterior wall area of the first floor, exclusive of doors, windows, or gables shall be 75% masonry. Masonry material shall be quality and appearance equal or superior to standard clay or shale common brick, color pigment Portland Cement brick or Quarried stone. Roofs shall be wood shingles as approved by City of Colleyville. Any change in this requirement shall be at the exclusive election of the Dedicator or the Architectural Control Committee. Porches, terraces, unfinished basement areas, guests houses, servant quarters and garages shall not be construed as living area. No single family dwelling shall be more than two stories in height, including the main floor level. No more than one living unit shall be built on each lot. No outhouse of any kind, tent, shed or trailer, or any other temporary dwelling, shall be erected or maintained on any Building Site or be used for living purposes, nor shall any garage be used for dwelling purposes. Garden sheds or tool sheds may be erected, however, with the approval of the Architectural Committee. Every residence on a corner lot shall face on the street designated by the undersigned and shall present a good appearance on the other street on which it is located.

Garages: All garages shall be rear; or side entry. All corner lots shall have a rear entry garage only.

B. No trailer, motor home, camper, including vehicle mounted camper whether cassis or slide in, or pickup coach, tent, boat or truck (except pickup) shall be parked, placed, erected, maintained or constructed on any Lot or street for any purpose. However, trailers, campers, motor homes, pickup coaches, tents or boats which can be and are stored completely within attached garages or enclosures acceptable to the Architectural Control Committee and are not used for living purposes will not be in violation of these restrictions. All vehicles belonging to occupants must be parked overnight in the occupants driveway or in the above mentioned enclosure. In no case may the occupants vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

C. No fence shall be erected on any residential lot nearer to the front property line than five (5) feet behind the front of the main residence, and no fence shall be erected on any corner lot nearer to the side streets than five (5) feet of the property line of such lot. No fence may be installed upon any pedestrian easement, unless approved by the Architectural Control Committee. All fences shall be of wooden material, unless other type of material is approved by the undersigned prior to the installation.

ARTICLE X

RESTRICTIONS REGARDING CONSTRUCTION AND MAINTENANCE

Section 1. Architectural Committee. The Architectural Control Committee is composed of Larry R. Cole, Paul Gerrard Smith and Cary S. Ny. The majority of any Architectural Control Committee may designate one or more representatives to act for it. In the event of death or resignation of any Member of the Committee, the remaining Members shall have full authority to

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designate a successor. Neither the Members of the Committee, nor its designated representative shall be entitled to any compensation for the services performed to this covenant. When the Class B Membership terminates, the Board of Directors of the Association shall thereafter act as the Architectural Control Committee.

Section 2. Restrictions on Contruction, Maintenance and Improvements. The following restrictions are applicable to construction, maintenance, and improvements on the Properties:

A. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot, or parcel of land, upon which the improvements are to be erected, and shall not be placed in the street between the pavement and property lines.

No stumps, trees, underbrush or any refuse of any kind, nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material shall be immediately removed. Any material left on the lot or adjoining lots that is not disposed of promptly may be disposed of by the Developer and payment for such service to be borne by the builder or homeowner.

B. No erection of building or exterior additions or alterations including signs to any building situated upon the properties, nor any construction of any kind whatsoever, nor erection of or changes or additions in fences hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and locations in relation to surrounding structures and topography by an Architectural Control Committee, or by three (3) or more representatives appointed by the Board. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in the event, if no suit to enjoin the addition, alteration or changes has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representatives shall be entitled to compensation for services performed pursuant to the Article. Duplicate plans for the erection of any structure on any lot must be prepared by a registered architect or recognized professional designer and shall be submitted to the Architectural Control Committee for approval, one of which will be retained in the Developer's permanent files. All plans shall contain as a minimum, the following information:

a. A foundation plan showing a cross section of the beams, etc., with reinforced steel indicated.

b. A floor plan showing the total square feet of living area.

c. The exterior elevation showing the front, rear and the side elevations, complete with all ornamental and decorative details.

d. The specifications indicating type, grade and color, where applicable, of all exterior materials must be shown.

e. A plot plan showing the location of improvements, sidewalks, patios, driveways, fences, and retaining walls. Lot drainage provisions are to be indicated and cut and fill details, if any, appreciable changes in the lot contours is contemplated.

B.1. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove withing thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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B.2. All houses and structures permitted under these restrictions shall be completed within twelve (12) months, once construction is started. No house shall be occupied as a residence until it is completed in accordance with the provisions of these covenants. No house or structure may be occupied until the premises are properly connected with the city sewage system.

C. No sign or radio or TV antenna of any kind shall be displayed to the public view on any part of the above described property, except one professional sign per dwelling of not more than five square feet advertising a dwelling for sale or rent, and signs used by a builder to advertise dwellings or dwelling during the construction and sale period. The Declarant is permitted to use larger signs during the promotional period and erect permanent signs near the entrances to the subdivisions.

D. No permanent outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure, supporting said outdoor overhead wires shall be erected, placed, or maintained within the Properties. All purchasers of Lots within the Properties, their heirs, successors, and assigns, shall use underground service wires to connect their premises and the structure built thereon to the underground electric or telephone utility facilities.

E. No fences or landscaping shall be done by a Lot Owner in Green Areas without the written approval of the Architectural Control Committee.

F. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

G. Sidewalks will be required to be installed by builder on each side of Martin Parkway.

Section 3. Right of Entry of Association Representative. Any agent or officer of the Association may at any reasonable hour or hours during construction or remodeling, enter and inspect any of said property as to its maintenance or improvements to determine if there has been compliance with the provisions thereof. The Association, and any agent, or officer thereof, shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Association may issue a certificate of completion and compliance as to any property so inspected.

Section 4. Evidence of Compliance with Restrictions. Records of the Association with respect to compliance with the provisions of this Declarant shall be conclusive evidence as to all matters shown by such records. Issuance of a certificate of completion and compliance by the Secretary or an Assistant Secretary of the Association showing that the plans and specifications for the improvements or other matters herein provided for have been approved and that such improvements have been made in accordance therewith, or a certificate as to any matters relating to this Declaration by the Secretary or an Assistant Secretary of the Association shall be conclusive evidence that shall justify and protect any title company insuring title to any property subject to this Declaration and shall fully protect any purchaser or encumbrancer in connection therewith. After the expiration of one year following the issuance of a building permit by County or other governmental authority, any structure, work, improvement or alteration shall be deemed to be in compliance with the provisions thereof unless a notice of non-compliance executed by the Association shall have been recorded in the office of the County Clerk in which the Property is located, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 5. Building Setback Lines. Every residential building erected upon any lot or premises shall not protrude forward of the building line shown on the recorded plat. The front of said dwellings shall be located back of the recorded front property line. No residence, dwelling or outbuilding shall be erected nearer than five (5) feet from the inside line of such building plat or premises or nearer than fifteen (15) feet from the side street of such building plat or premises or nearer than the rear ten (10) feet of any yard.

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The undersigned reserves the right to change, in writing, any building lines shown on the plat referred to herein or setback lines from the side lines shown on the said plat referred to in the restrictions, so long as the undersigned hold legal title to such lots and likewise, reserves the right to make such changes with the consent of the owners of the property involved after the undersigned has conveyed the title to such property.

Section 6. Minor Violations of Setback Restrictions. If upon the erection of the first single family dwelling upon any of the Lots which are subject to these restrictions, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement may be waived by the written consent and waiver of the Owners of the Lots immediately adjoining on either side of the Lots upon which the violation or infringement occurs, and such waiver shall be binding upon all other Owners which are subject to these restrictions. Nothing herein contained shall prevent the prosecution of a suit for any other violation of the restrictions contained in this Declaration. A "minor violation" for the purpose of this section is a violation of not more than two feet beyond the required setback lines. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to such structure.

ARTICLE XI

INSURANCE AND INDEMNIFICATION

Section 1. Insurance Requirements Generally. The Association shall obtain and maintain in full force and effect at all times certain casualty, liability and other insurance as hereinafter provided. All such insurance shall be obtained, to the extent possible from responsible companies duly authorized and licensed to do insurance business in the State of Texas with a rating in Best's Insurance Reports (or any comparable publication) of at least BBB+ (or any comparable rating).

To the extent possible, the casualty, property and liability insurance shall:

A. Provide for a waiver of subrogation by the insurer as to claims against the Association, its Directors, Officers, employees, agents, and Members.

B. Provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least thirty (30) days prior written notice to the Association.

Any insurance policy may contain such deductible provisions as the Association deems consistent with good business practice. The cost and expense of all insurance obtained by the Association, shall be paid for out of Association funds collected by assessments and otherwise as elsewhere provided in the Declaration.

Section 2. Casualty Insurance. The Association shall obtain and maintain at all times insurance coverage providing all risk coverage or the nearest equivalent available for the full replacement cost of the Common Area and Green Area improvements and personal property of the Association in the amount of the full replacement value without deduction for depreciation. The insurance shall provide that it cannot be cancelled by either the insured or the insurance company until after at least thirty (30) days prior written notice is given to the Association.

The insurance described in this paragraph shall be inflation coverage insurance, if such insurance is available, which insurance at all times represents one hundred percent (100%) of the replacement value of all facilities in the Common Area and Green Areas, except land, foundation, excavation and other items normally excluded from coverage and except for any deductible provisions, as permitted under Section 1 hereof. The Assocaition shall, at least every three (3) years, obtain an appraisal for insurance purposes which shall be maintained as a permanent record, showing that the insurance in any year represents one hundred percent (100%) of the replacement value of the facilities in the Common Areas and Green Areas.

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Section 3. Public Liability and Property Damage Insurance. The Association shall obtain and maintain comprehensive general liability insurance including non-owned and hired automobile liability coverage, owned automobile liability coverage if there are any owned automobiles, personal injury liability coverage, products coverage covering liabilities of the Association, its officers, directors, employees, agents, and Members arising in connection with ownership, operation, maintenance, occupancy, or use of the Common Areas and Green Areas and any other area the Association is required to restore, repair or maintain pursuant to this declaration with bodily injury liability limits not less than $500,000.00 for each occurrence and property damage liability limits of not less than $500,000.00 for each occurrence, or $500,000.00 in the aggregate.

Section 4. Workmen's Compensation and Employer's Liability Insurance. The Association shall obtain and maintain workmen's compensation and employer's liability insurance as may be necessary to comply with applicable laws.

Section 5. Fidelity Insurance. The Association shall also maintain adequate fidelity coverage, if available, to protect against dishonest acts on the part of directors, officers, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such fidelity bonds shall (i) name the Association as an obligee, (ii) be written in an amount equal to at least one hundred percent (100%) of the estimated annual operating expenses of the Association, including reserves, (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, and (iv) provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premiums) without at least fifteen (15) days written notice to the first mortgagees and the Association.

Section 6. Other Insurance. The Association may obtain such additional insurance coverage against such additional risks as it shall determine to be appropriate.

Section 7. Indemnification. Each Officer and Director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an Officer or Director of the Association, or any settlements thereof, whether or not he is an Officer or Director of the Association at the time such expenses are incurred, except in such cases wherein such Officer or Director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Revocation and Amendment. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless approved in writing by Owners holding seventy-five percent (75%) or more of the total vote hereunder and by seventy-five percent (75%) or more of the holders of any recorded mortgage or deed of trust affecting any or all of the Lots, who have given the Association notice of their interest in any Lot. Such amendment or revocation shall be effective when duly recorded; provided, however, that any amendment or revocation must comply with the Statutes of Texas and the resolutions and Ordinances of Tarrant County, Texas, or of any successor governmental entity having jurisdiction over the Properties, in existence at the time such amendment becomes effective.

Section 2. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an Owner at such registered mailing address. All notices,

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demands or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid to 807 Forest Ridge Drive, Suite 104, Bedford, Texas 76022, until such address is changed by a notice of address change mailed to each Owner by the Association.

Section 3. Enforcement. The Association or the Owner or Owners of any of the Properties may enforce the restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations, either to recover damages for such violation, including reasonable attorney's fees incurred in enforcing these covenants, or to restrain such violation or attempted violation, or to modify or remove structures fully or partially completed or in violation hereof shall be commenced no later than one year from the date of the violation for which the action is sought to be brought or maintained. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall not be liable to reimburse any Owner for attorney's fees or costs incurred in any suit brought by an Owner to enforce or attempt to enforce these covenants.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court decree shall in no wise affect any other provisions which shall remain in full force and effect. Nothing herein shall be in conflict with Texas Homestead Law. Should a provision herein be in conflict, Texas Homestead Law shall apply. All other provisions shall remain in full force and effect.

Section 5. Effect of Ordinances. Police, fire and other public safety ordinances of any governmental corporation or unit having jurisdiction over any portion of the Properties shall govern where more restrictive than these covenants and restrictions.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: SOUTHCREEK, INC.

Secretary By: LARRY R. COLE, President

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 2nd day of [illegible], 1986, by LARRY R. COLE as President of SOUTHCREEK, INC., a Texas corporation.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: [illegible]

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STATE OF TEXAS §

COUNTY OF TARRANT §

This document is being refiled because of inadvertent errors in this document previously filed and this document is to correct the following matters:

1. To include Exhibit "B"
2. To complete Exhibit "C"

In witness whereof, this instrument is executed on this, the [illegible] day of [illegible], 19___.

SOUTHCREEK, INC.

BY: [illegible]
LARRY G. COLL, President

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared [illegible] President, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said SOUTHCREEK, INC., a Corporation, and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the [illegible] day of [illegible], 19___.

DAVID ROBERTSON

NOTARY PUBLIC FOR THE STATE OF TEXAS
Notary's Typed Name: _____
My Commission Expires: _____

UNOFFICIAL DOCUMENT

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Exhibit A

THENCE 133.28 feet along said curve to an iron pin for corner;

THENCE S 55°50'25" E, 189.86 feet to an iron pin for corner, said iron pin also being on the west right-of-way line of Martin Pa5rkway (a 60' R.O.W.);

THENCE S 18°45'52" W, 671.89 feet along the west right-of-way line of sai Martin Parkway (a 60' R.O.W.) to an iron pin being the point of curvature of a curve to the left having a central angle of 02°21'55", a radius of 1030.00 feet, a tangent length of 21.26 feet, a chord bearing of S 17°34' 55" W, and a chord distance of 42.52 feet for corner;

THENCE 42.52 feet along said curve and the west right-of-way line of said Martin Parkway (a 60' R.O.W.) to an iron pin for corner;

THENCE West 358.76 feet to an iron pin for corner;

THENCE S 83°33'46" W, 423.67 feet to an iron pin for corner;

THENCE S 63°58'45" W, 322.91 feet to an iron pin for corner; being on the east line of said Brook Meadows Addition, First Filing for corner;

THENCE along the east line of said Brook Meadows Addition, First Filing, the following: N 00°04'05" E, 669.12 feet to an iorn pin for corner;

THENCE N 42°31'17" E, 486.31 feet to an iron pin being the point of curvature of a curve to the right having a central angle of 22°26'40", a radius of 375.00 feet, a tangent length of 74.40 feet, a chord bearing of N 53° 44' 37" E, and a chord distance of 145.96 feet for corner;

THENCE 146.90 feet along said curve to an iron pin for corner;

THENCE N 64°57' 56" E, 90.35 feet to an iron pin being the point of curvature of a curve to the left having a central angle of 71°40'45", a radius of 50.00 feet, a tangent length of 36.11 feet, a chord bearing of N 29°07' 34" E, and a chord distance of 58.55 feet for corner;

THENCE N 06°42'47" W, 303.56 feet to an iron pin being the point of curvature of a curve tot he left having a central angle of 29°38'06", a radius of 350.00 feet, a tangent length of 92.59 feet, a chord bearing of N 22° 11'25" W, and a chord distance of 179.02 feet for corner;

THENCE N 37°00'28" W, 195.66 feet to an iron pin being the point of curvature of a curve to the left having a central angle of 11°24'40", a radius of 275.00 feet, a tangent length of 27.48 feet, a chord bearing of N 05° 32'35" E, and a chord distance of 54.68 feet to an iron pin, being the east right-of-way line of Melrose Park Drive (a 50' R.O.W.) for corner;

THENCE along the east right-of-way line of said Melrose Park Drive (a 50' R.O.W.) the following: N 00°09'45" W, 472.43 feet to the POINT OF BEGINNING and containing 29.403 acres (1,280,796.15 square feet) of land.

VOL 8698 PG 518

09... 1266 ... 8851 ... 0010

EXHIBIT "B"

The Villages Of Woodland Hills Subdivision
City of Colleyville, Tarrant, Texas

The easements to the rear of each adjoining lot more particularly shown on the platted lots in the following filings:

	Volume	Page
Lots 50 thru 68/Block 6 First Filing Revised	388-186	52
Lots 69 thru 85/Blk 6 Second Filing Revised	388-186	56
Lots 14, 15R, 16, 17, 18, 19R/Blk 15 2nd Filing Revised	388-186	56
Lots 20 thru 29/Block 15 Sixth Filing Amended	388-181	65
Lots 1 thru 12/Block 15 Seventh Filing Revised	388-186	54

Unofficial Document

VOL S69S 36 549

Exhibit C

Square Footage Minimum	Lot	Block
4,000 sq. ft.	Lots 39 - 44	6
3,500 sq. ft.	Lots 34 - 38	6
3,500 sq. ft.	Lots 13 - 19	13
3,000 sq. ft.	Lots 08 - 12	13
3,000 sq. ft.	Lots 17 - 22	1
3,000 sq. ft.	Lots 06 - 10	7
3,000 sq. ft.	Lots 28 - 33	6
2,800 sq. ft.	Lots 01 - 05	7
2,800 sq. ft.	Lots 01 - 05	1
2,800 sq. ft.	Lots 23 - 27	6
2,800 sq. ft.	Lots 01 - 07	13
2,800 sq. ft.	Lots 08 - 14	4
2,800 sq. ft.	Lots 08 - 11	3
2,800 sq. ft.	Lots 01 & 02	2
2,800 sq. ft.	Lots 14 - 16	1
2,500 sq. ft.	Lots 06 - 13	1
2,500 sq. ft.	Lots 17 - 22	6
2,500 sq. ft.	Lots 01 - 07	3
2,500 sq. ft.	Lots 01 - 07	9

The above described square footage minimums are the designated house size minimums as outlined in Article IX, Section 1, Paragraph A of the Restrictive Covenants for the 5th Filing (Revised) on the Woodland Hills Subdivision to the City of Colleyville as recorded in Volume 8694, Page 2326 of the Deed Records of Tarrant County, Texas.

UNOFFICIAL DOCUMENT

UNOFFICIAL COPY

DECLARATION OF COVENANTS AND RESTRICTIONS

TO

THE PUBLIC

FILED

'87 OCT 16 P3:35

SUZANNE HENDERSON
COUNTY CLERK

BY

RETURN TO:

FIRST AMERICAN TITLE COMPANY
150 WESTPARK WAY SUITE 100
EULESS, TEXAS 76040

'86 JUN 27 AM 10:15

'86 SEP 26 P2:08

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

SEP 26 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

JUN 27 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

OCT 16 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

8698 PG 551

05[illegible] 1259

Vol. 9652 Page. 447

AMENDMENT TO
SUPPLEMENTAL DECLARATION TO
RESTRICTIVE COVENANTS FOR LOTS 34-44, BLOCK 6, PHASE 5,
WOODLAND HILLS, FIFTH AMENDED FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS
(WINDSOR COURT)

THE STATE OF TEXAS | KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT |

WHEREAS, the undersigned, being all the Owners of the following lots in WOODLAND HILLS, FIFTH AMENDED FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lots 34 - 44, Block 6

as reflected by Plat recorded in Volume 388-205, Page 40, Plat Records, Tarrant County, Texas, which plat is incorporated hereby by reference for all intents and purposes, and

WHEREAS, the Owners desire to impress said property with additional restrictive covenants as hereinafter set forth in order to control the access to Windsor Court, and to maintain a high quality residential neighborhood for the protection, use, and benefit of each purchaser.

NOW, THEREFORE, the undersigned Owners do hereby adopt the following additional restrictive covenants affecting the hereinabove described Lots only, do hereby dedicate and do hereby further impress said property with the following restrictive covenants which additional covenants shall run with the title to said land and shall be binding upon all parties and persons claiming said land or any part thereof until January 1, 2019, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless it is agreed by a majority of the Owners of the Lots to change said covenants in whole or in part, and any and all conveyances of any and all of these Lots shall be deemed to be subject to the restrictive covenants herein set forth, and those previously recorded as referred to hereinabove, which shall, for all legal purposes be conclusively deemed to be part of each deed or conveyance of any Lot or portion thereof. Invalidation of any covenants or restrictions by judgment or order of the court shall in no wise affect any of the other provisions which shall remain in full force and effect.

I

The restrictions herein set forth are in addition to those restrictions previously filed in Volume 7800, Page 883, of the Deed Records of Tarrant County, Texas. These restrictions supplement those previously filed and in no way are meant to alter, change, or be a substitute for any of the restrictions previously filed. The restrictions herein set forth are imposed upon each Lot for the benefit of each and every other Lot, shall constitute covenants running with the land, and shall inure to the benefit of the landowners, their personal representatives, heirs, and assigns. Every purchaser of and person acquiring any interest in any part of such land, their personal representatives, heirs, and assigns shall be taken to agree and covenant to conform to and observe all such restrictions; and the undersigned, their personal representatives, heirs, and assigns, and the owner(s) of any part of such land and of any interest therein, jointly or severally, shall have the right to sue for and obtain an injunction to prevent the breach of, or to enforce the observance of, the restrictions and covenants set forth above in addition to

seeking damages. The failure of any one or all of such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so at any time thereafter. The failure to enforce such restrictions as to any one or more Lots, or as to any one or more owners thereof, shall not be deemed a waiver of the right to enforce them as to any other Lot(s) or owner(s). The failure of the undersigned to enforce any such covenants, conditions, or restrictions give rise to any cause of action against it by any other person.

II

The undersigned agree to become members of the WINDSOR COURT HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation.

III

A. The undersigned hereby covenant, and each subsequent purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, hereby covenant and agree to pay to the WINDSOR COURT HOMEOWNERS ASSOCIATION, INC.:

1. Annual assessments or charges, and
2. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

B. Annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the property in favor of WINDSOR COURT HOMEOWNERS ASSOCIATION, INC., against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

C. The assessments levied by the WINDSOR COURT HOMEOWNERS ASSOCIATION, INC. shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the said Lots; the private drive and gate, a portion of which shall belong to said Lot owner; any and all improvements to said private drive; the operation of the entrance gate on the street known as WINDSOR COURT, the improvements, operation, administration, management, preservation, and maintenance of the gate and the private drive; and the payment of all expenses and obligations lawfully incurred by the WINDSOR COURT HOMEOWNERS ASSOCIATION, INC. The assessment shall also provide a reserve for operating purposes and the replacement of short-lived items and to discharge property taxes, if any, due with respect to the common area and facilities mentioned herein. The judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges, and the expenditure of said funds, shall be final and conclusive so long as said judgment is exercised in good faith.

D. The maximum annual general assessment which shall be apportioned to each of the Lots shall be $ 250.00 . The maximum annual assessment may be increased as hereinafter provided:

1. From and after January 1, 1989, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without the approval of a majority of the membership.

2. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement, including fixtures and personal property related thereto.

3. Any action authorized under Sections 1 and 2 above shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting.

4. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate, signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. The holder of any first mortgage on a Lot, and the governmental insuror or guarantor of such mortgage, shall be furnished with notice of any delinquency in the payment of assessments relating to such Lot which remains unsatisfied for a period of sixty (60) days.

5. Any assessment not paid within five (5) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum or such higher rate as may, within legal limits, be set by the Association. The Association may bring an action at law against the owner personally obligated to pay such assessment, or foreclose the lien against such owner's Lot. Interest, costs, and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such owner, by his acceptance of a deed to his Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens. The liens provided for in this Article shall be in favor of the Association and shall be for the benefit of all owners. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

6. The lien securing payment of the assessments provided for herein shall be subordinate to the lien of any mortgage(s) granted or created by the owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot provided such purchase money or improvement lien shall have been duly perfected prior to the date such assessments became due. No sale or transfer shall relieve such Lot, and the owner thereof, from liability for any assessments thereafter becoming due or from the lien thereof.

EXECUTED this 10th day of March, 1989, to be effective as of October 13, 1988.

OWNERS:

"GORDON: 3400 WINDSOR COURT"

By: _____

By: Nancy A. Gordon

"CARTER: 3401 WINDSOR COURT"

By: _____

By: _____

"MASTRANGELI: 3404 WINDSOR COURT"

By: _____

By: _____

"ROBERTS: 3405 WINDSOR COURT"

By: _____

By: _____

"ADAMS: 3409 WINDSOR COURT"

By: _____

By: _____

"CHUNDURI: 3500 WINDSOR COURT"

By: _____

By: _____

"PLAGGNAN: 3501 WINDSOR COURT"

By: _____

By: _____

"GAGNON: 3504 WINDSOR COURT"

By: _____

By: _____

"GEORGE: 3506 WINDSOR COURT"

By: _____

By: _____

"GORDON: 3509 WINDSOR COURT"

By: _____

By: _____

"CLARDY: 3505 WINDSOR COURT"

By: _____

By: _____

Unofficial Document

STATE OF TEXAS |
COUNTY OF TARRANT |

This instrument was acknowledged before me on the 10th day of March, 1989, by JOHN Q. ADAMS and PATRICIA ADAMS.

Carolyn H. Strickland
NOTARY PUBLIC, STATE OF TEXAS

CAROLYN H. STRICKLAND
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 2-25-90

STATE OF TEXAS |
COUNTY OF TARRANT |

This instrument was acknowledged before me on the 10th day of March, 1989, by SWARUPA CHUNDURI and KRISHNABABU CHUNDURI.

Carolyn H. Strickland
NOTARY PUBLIC, STATE OF TEXAS

CAROLYN H. STRICKLAND
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 2-25-90

STATE OF TEXAS |
COUNTY OF TARRANT |

This instrument was acknowledged before me on the 20th day of April, 1989, by PAUL D. FLAGGMAN AND DEBRA A. FLAGGMAN.

Carolyn H. Strickland
NOTARY PUBLIC, STATE OF TEXAS

CAROLYN H. STRICKLAND
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 2-25-90

STATE OF TEXAS |
COUNTY OF TARRANT |

This instrument was acknowledged before me on the 10th day of March, 1989, by MAURICE R. GAGNON and PAULETTE A.M. GAGNON.

Carolyn H. Strickland
NOTARY PUBLIC, STATE OF TEXAS

CAROLYN H. STRICKLAND
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 2-25-90

STATE OF TEXAS (
COUNTY OF TARRANT (

This instrument was acknowledged before me on the 10th day of March, 1989, by WILLIAM E. GEORGE and BETTY J. GEORGE.

Carolyn H. Strickland
NOTARY PUBLIC, STATE OF TEXAS

CAROLYN H. STRICKLAND
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 2-25-90

STATE OF TEXAS (
COUNTY OF TARRANT (

This instrument was acknowledged before me on the 10th day of March, 1989, by JACK C. GORDON and NANCY A. GORDON.

Carolyn H. Strickland
NOTARY PUBLIC, STATE OF TEXAS

CAROLYN H. STRICKLAND
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 2-25-90

STATE OF TEXAS (
COUNTY OF TARRANT (

This instrument was acknowledged before me on the 20th day of April, 1989, by JOHN L. CLARDY, JR. and KATHY EHMANN CLARDY.

Carolyn H. Strickland
NOTARY PUBLIC, STATE OF TEXAS

CAROLYN H. STRICKLAND
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 2-25-90

STATE OF CALIFORNIA |
COUNTY OF Santa Clara

This Instrument was acknowledged before me on the 11th day of July, 1989, by DIANA CARTER.

P.R. Hutchens
NOTARY PUBLIC, STATE OF CALIFORNIA

P.R. HUTCHENS
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 2-1-91

OFFICIAL SEAL
P.R. HUTCHENS
Notary Public - California
Principal Office in
Santa Clara County
My Comm. Exp. Feb 1, 1991

AFTER RECORDING RETURN TO: Markey & Ash, P.C.
P.O. Box 110666
Arlington, Texas 76007

Unofficial Document

D189117583
MARKEY & ASH
P O BOX 110666
ARLINGTON, TX 76007

-W A R N I N G-THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

F I L E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- COUNTY CLERK
O F F I C I A L R E C E I P T
T O: MARKEY & ASH

RECEIPT NO	REGISTER	PRINTED DATE	TIME
189225136	OR41	07/21/89	12:46

	INSTRUMENT	FEECD	AMOUNT	FILED	TIME	
1	D189117583	WD	19.00	890721	12:46	OR 396

T O T A L : DOCUMENTS: 01 F E E S: 19.00

BY: V

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

09652 0486

GF#86-9136EGR/mb

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOTS 39-44, BLOCK 6,
WOODLAND HILLS, FIFTH FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

THE STATE OF TEXAS $

COUNTY OF TARRANT $

KNOW ALL MEN BY THESE PRESENTS that SOUTHCREEK, INC., a Texas corporation, being the Owner of the following lots in WOODLAND HILLS, FIFTH FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lots 39-44, Block 6

as reflected by Plat recorded in Volume 388-195, Pages 22, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes, and

WHEREAS, Owner desires to impress said property with restrictive covenants as hereinafter set forth in order to insure uniformity and harmony in the character of the buildings and to maintain a high quality residential neighborhood for the protection, use and benefit of each purchaser.

NOW, THEREFORE, SOUTHCREEK, INC. does hereby adopt the following additional restrictive covenants affecting the hereinabove described lots only, does hereby dedicate and does hereby further impress said property with the following restrictive covenants in addition to those recorded in Volume 8594, Page 2326, Deed Records, Tarrant County, Texas, which additional covenants shall run with the title to said land and shall be binding upon all parties and persons claiming said land or any part thereof until January 1, 2014, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless it is agreed by a majority of the owners of the lots to change said covenants in whole or in

part, and any and all conveyances of any and all of these lots shall be deemed to be subject to the restrictive covenants herein set forth, and those previously recorded as referred to hereinabove, which shall, for all legal purposes be conclusively deemed to be part of each deed or conveyance of any lot or portion thereof. Invalidation of any covenants or restrictions by judgment or order of the court shall in no wise affect any of the other provisions which shall remain in full force and effect.

I.

The restrictions herein set forth are in addition to those restrictions previously filed in Volume 8596, Page 2326, of the Deed Records of Tarrant County, Texas. These restrictions are made as an addition and supplement to those previously filed and in no way are meant to alter, change or be a substitute for any of the provisions previously on file. The restrictions herein set forth are imposed upon each lot and plot of land for the benefit of each and every other lot and plot, shall constitute covenants running with the land, and shall inure to the benefit of the landowners, their heirs and assigns, and each and every purchaser of and person acquiring any interest in any part of such land, and their heirs and assigns, and all persons acquiring any of the land covered by these restrictions shall be taken to agree and covenant to conform to and observe all such restrictions as to the use of said land (no restrictions or covenants herein set forth shall be binding on any corporation, person or persons except in respect to breaches committed during the time such corporation or person owns or has an interest in said land or part hereof); and the undersigned, its successors and assigns, and the owner or owners of any part of such land and of any interest therein, setting jointly or severally shall have the right to sue for and obtain an injunction to prevent the breach of, or to enforce the observance of, the restrictions and covenants above set forth in addition to the ordinary legal action for damages, and the failure of any one or all of such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be

deemed to be a waiver of the right to do so at any time thereafter, nor shall the failure to enforce such restrictions as to any one or more lots or plots, or as to anyone or more owners thereof, be deemed a waiver of the right to enforce them as to any and all other lots and owners; nor shall the failure of the undersigned to enforce any such covenants, conditions or restrictions give rise to any cause of action against it by any other person.

II.

LOTS 39-44, BLOCK 6 shall be members of the WATERFORD GLEN HOMEOWNERS ASSOCIATION.

III.

The Declarant, for each lot owned within Block 6, Lots 39 through 44, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed a covanant and agree to pay to the WATERFORD GLEN HOMEOWNERS ASSOCIATION:

(1) Annual assessments or charges, and
(2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing vendor's lien upon the property against which each such assessment is made (the said vendor's lien covering each lot being automatically transferred and signed by Declarant to the Association at the time Declarant completes the sale and conveyance of such lot). Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

IV.

The assessments levied by the WATERFORD GLEN HOMEOWNERS ASSOCIATION shall be used exclusively to promote the recreation,

health, safety and welfare of the residents of the said lots; the private lake, a portion of which shall belong to said lot owner; any and all improvements to said lake; the operation of the entrance gate on the street known as WINDSOR COURT, the improvements, operation, administration, management, preservation and maintenance of all these common areas and any part thereof; and the payment of all expenses and obligation lawfully incurred by the WATERFORD GLEN HOMEOWNERS ASSOCIATION in connection with the common area or services for Lots 39-44, Block 6. The assessment shall also provide a reserve for operating purposes and the replacement of short-lived items and to discharge property taxes, if any, due with respect to the common area and facilities mentioned herein. It is understood that the judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges, and the expenditure of said funds, shall be final and conclusive so long as said judgment is exercised in good faith.

V.

A. Residential Lots. Lots 39 through 44, Block 6, after conveyance to an owner shall be assessed at a uniform rate in accordance with Section 6 below. For the purpose of assessments, the term "owner" shall exclude the Declarant, builder, contractor, investor, or other person or entity who purchases a lot for the purpose of construction of improvements thereon for resale to an owner for residential purposes.

B. Declarant-owned Property. Declarant shall not be responsible for the payment of assessments relating to any Lot owned by Declarant.

VI.

On January 2 of the year immediately following the conveyance of the first lot to an owner, the maximum annual general assessment which shall be apportioned to each of the Lots in accordance with the rates provided above shall be $5,000.00. The maximum annual assessment may be increased as hereinafter provided:

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased by an amount in excess of ten percent (10%) over the previous year's annual assessment upon two-thirds (2/3rds) affirmative vote of the members.

(c) Upon the annexation of additional lots to the Properties, the maximum annual assessment shall be adjusted in order to reflect the increase in costs reasonably anticipated by the Board of Directors incident to the increase in the Association's responsibilities and liabilities incurred as a result of the annexation of such Lots.

(d) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum.

VII.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of a majority of the members.

VIII.

Any action authorized under Section 4 or 5 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite majority vote of the members, members who were not present in person or by

proxy may give their assent in writing, provided the same is obtained by the appropriate offices of the Association not later than thirty (30) days from the date of such meeting. Each lot shall have two (2) voting members, with each vote being equal to the other.

IX.

At no time shall the Association allow motor vehicles of any type on the lake, nor shall there be any boat dock which could in any fashion penetrate the vinyl lining of the lake.

X.

In the event the maximum assessments (including increases allowable under Article IV) are insufficient to cover the actual costs of maintaining the Common Area within the Properties, Declarant shall be obligated to provide the Association with the amount required to make up such deficit, until the earliest of the events set forth in Article VI, Section b, at which time the aforesaid obligations shall automatically terminate. Such obligation shall not, however, require Declarant to contribute additional funds required on account of any owner's default in the payment of assessments or any losses on account of fire or other casualty or takings by eminent domain nor shall such obligation apply to liability of the Association on account of the negligence or tortuous acts of its members, employees or agents.

The Declarant shall file similar restrictions on any other lots which are contiguous to the lake making those lots and lot owners a part of the WATERFORD GLEN HOMEOWNERS ASSOCIATION.

XI.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month immediately upon closing. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assess-

ment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate, signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. The holder of any first mortgage on a Lot, and the governmental insuror or guarantor of such mortgage, shall be furnished with notice of any deliquency in the payment of assessments relating to such Lot which remains unsatisfied for a period of sixty (60) days.

XII.

Any assessment not paid within five (5) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum or such higher rate as may, within legal limits, be set by the Association. The Association may bring an action at law against the owner personally obligated to pay such assessment, or foreclose the lien against such owner's Lot. Interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such owner, by his acceptance of a deed to his Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens. The liens provided for in this Article shall be in favor of the Association and shall be for the benefit of all owners. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

XIII.

The Vendor's Lien securing payment of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot provided such purchase money or improvement lien shall have been duly perfected prior to

the date such assessments became due. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot, and the owner thereof, from liability for any assessments thereafter becoming due or from the lien thereof.

XIV.

Any fences shall be subject to approval by the Architectural Control Committee prior to its construction.

EXECUTED this 15th day of September, 1986.

SOUTHCREEK, INC.

BY: Larry R. Cole
Larry R. Cole, President

THE STATE OF TEXAS $
COUNTY OF TARRANT $

BEFORE ME, the undersigned authority, on this day personally appeared LARRY R. COLE, President of SOUTHCREEK, INC., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and dead of such corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of September, 1986.

GAYLE ROBERTSON
COMMISSION EXPIRES
AUGUST 7, 1989

Notary Public Signature

Gayle Robertson
Typed or Printed Name

Commission Expiration:

GPTHG-9136 EGR/FATC

AMENDMENT TO RESTRICTIVE COVENANTS

TO

THE PUBLIC

PLEASE RETURN TO:

First American Title Company
150 Westpark Way, Suite 100
Euless, Texas 76040

FILED
TARRANT CO.
'86 SEP 16 PM 4:49

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

SEP 16 1986

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

Unofficial Document

12
60

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

That STEVEN H. BEADLES and wife, MARY A. BEADLES; PAUL R. KUHN and wife, SUE C. KUHN; WILLIAM G. WOOD, M.D. and wife, BECKY ANN WORTHINGTON WOOD; FRANK J. ROBERTS and wife, MARY A. ROBERTS; JOHN Q. ADAMS and wife, PATRICIA ADAMS; SWARUPA CHUNDURI and wife, KRISHNARAO CHUNDURI; PAUL D. FLAGGMAN and wife, DEBRA A. FLAGGMAN; MAURICE H. GAGNON, M.D. and wife, PAULETTE A.M. GAGNON; JOHN L. CLARDY, JR. and wife, KATHY EHMANN-CLARDY; WILLIAM E. GEORGE and wife, BETTY J. GEORGE; and JACK C. GORDON, M.D. and wife, NANCY A. GORDON (hereinafter collectively referred to as the "Grantors"), of Tarrant County, Texas, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, paid by WINDSOR COURT HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, duly organized and existing pursuant to the laws of the State of Texas, have Granted, Sold, and Conveyed, and by these presents do Grant, Sell, and Convey unto the said WINDSOR COURT HOMEOWNERS ASSOCIATION, INC., all their right, title, and interest in that certain street and property known as "Windsor Court" and the entrance gate and its associated mechanical and electrical systems thereto (hereinafter referred to as the "Property"), located in Tarrant County, Texas, and more particularly described as follows:

> Being a tract of land in the City of Colleyville, Tarrant County, Texas, and being the right-of-way of Windsor Court in the Woodland Hills Fourth and Fifth Filings as recorded in Volume 388-205, Page 40, Plat Records, Tarrant County, Texas, and being more particularly described as follows:
>
> Beginning at a point at the northeast corner of the intersection of Martin Parkway (a 60-foot right-of-way) and Windsor Court (a 50-foot right-of-way);
>
> THENCE, South 73 degrees 54 minutes 54 seconds East, 642.39 feet to a point for corner;
>
> THENCE, along a nontangent curve to the right whose center bears South 43 degrees 54 minutes 54 seconds East, an arc length of 261.80 feet to a point for corner, said curve having a central angle of 300 degrees 00 minutes 00 seconds, and a radius of 50.00 feet;
>
> THENCE, North 73 degrees 54 minutes 54 seconds West, 644.73 feet to a point for corner in the East line of Martin Parkway;
>
> THENCE, North 18 degrees 45 minutes 52 seconds East, 50.06 feet to the Point of Beginning and containing 0.914 acres (39,806 square feet) of land.

TO HAVE AND TO HOLD the above-described Grantors' right, title, and interest in and to the above-described Property, together with all and singular the rights thereto in anywise belonging unto the said Grantors, their heirs and assigns forever, and they do hereby bind themselves, their heirs, executors, and administrators, to Warrant and Forever Defend, all and singular their right,

title, and interest in and to said Property unto the said WINDSOR COURT HOMEOWNERS ASSOCIATION, INC., its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under themselves but not otherwise.

The special warranty of each Grantor to this Deed and each Grantor's obligation to defend is limited to the extent of each individual Grantor's right, title, and interest in and to the Property, and does not include any special warranty or obligation to defend as to any other Grantor's right, title, and interest in and to the Property.

Any clause to the contrary herein notwithstanding, Grantors hereby reserve unto themselves, their personal representatives, heirs, successors, and assigns an easement for ingress and egress over, on, and across the Property herein conveyed. Said easement shall be for the benefit of and appurtenant to the Lots along Windsor Court.

WITNESS our hands at Colleyville, Texas, this 7th day of February, 1991, effective as of the 10th day of March, 1990.

"GRANTORS":

"BEADLES: 3400 WINDSOR COURT"

By: _____
STEVEN H. BEADLES

By: _____
MARY A. BEADLES

"KUHN: 3401 WINDSOR COURT"

By: _____
PAUL R. KUHN

By: _____
SUE C. KUHN

"WOOD: 3404 WINDSOR COURT"

By: _____
WILLIAM G. WOOD, JR.

By: _____
BECKY ANN WORTHINGTON WOOD

"ROBERTS: 3405 WINDSOR COURT"

By: _____
FRANK J. ROBERTS

By: _____
MARY A. ROBERTS

"ADAMS: 3409 WINDSOR COURT"

By: _____
JOHN Q. ADAMS

By: _____
PATRICIA ADAMS

"CHUNDURI: 3500 WINDSOR COURT"

By: _____
SWARUPA CHUNDURI

By: _____
KRISHNABABU CHUNDURI

"FLAGGMAN: 3501 WINDSOR COURT"

By: _____
PAUL D. FLAGGMAN

By: _____
DEBRA A. FLAGGMAN

"GAGNON: 3504 WINDSOR COURT"

By: _____
MAURICE R. GAGNON, M.D.

By: _____
PAULETTE A.M. GAGNON

"CLARDY: 3505 WINDSOR COURT

By: _____
JOHN L. CLARDY, JR.

By: _____
KATEY EHMANN-CLARDY

"GEORGE: 3506 WINDSOR COURT"

By: _____
WILLIAM E. GEORGE

By: _____
BETTY J. GEORGE

"GORDON: 3509 WINDSOR COURT"

By: _____
JACK C. GORDON, M.D.

By: _____
NANCY A. GORDON

ACCEPTED:

WINDSOR COURT HOMEOWNERS ASSOCIATION, INC.

By: _____

Its: President

Unofficial Document

0-07-04 00-11-04

(ACKNOWLEDGMENTS)

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before on the 7th day of February, 1991, by STEVEN H. BEADLES and wife, MARY A. BEADLES.

NOTARY PUBLIC, STATE OF TEXAS

EDWARD G. MARLEY
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 1/10/93

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before on the 7th day of February, 1991, by PAUL R. KUHN and wife, SUE C. KUHN.

NOTARY PUBLIC, STATE OF TEXAS

EDWARD G. MARLEY
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 1/10/93

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before on the 26th day of February, 1991, by WILLIAM G. WOOD, M.D. and wife, BECKY ANN WORTHINGTON WOOD.

CAROLYN R. WHITSEL
COMMISSION EXPIRES
SEPTEMBER 20, 1993

NOTARY PUBLIC, STATE OF TEXAS

CAROLYN R. WHITSEL
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 9-20-93

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before on the 11th day of March, 1991, by FRANK J. ROBERTS.

NOTARY PUBLIC, STATE OF TEXAS

EDWARD G. MACKEY
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 1/16/93

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before on the 11th day of March, 1991, by MARY A. ROBERTS.

NOTARY PUBLIC, STATE OF TEXAS

EDWARD G. MACKEY
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 1/16/93

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before on the 11th day of March, 1991, by JOHN Q. ADAMS and wife, PATRICIA ADAMS.

NOTARY PUBLIC, STATE OF TEXAS

EDWARD G. MACKEY
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 1/16/93

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before on the 11th day of March, 1991, by SWARUPA CHUNDURI and wife, KRISHNAMARU CHUNDURI.

NOTARY PUBLIC, STATE OF TEXAS

EDWARD G. MACKEY
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 1/16/93

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before on the 7th day of February, 1991, by PAUL D. FLAGGMAN and wife, DEBRA A. FLAGGMAN.

NOTARY PUBLIC, STATE OF TEXAS

EDWARD E. MAHLEY

NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 1/16/93

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before on the 7th day of February, 1991, by MAURICE R. GAGNON, M.D. and wife, PAULETTE A.M. GAGNON.

NOTARY PUBLIC, STATE OF TEXAS

EDWARD E. MAHLEY

NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 1/16/93

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before on the 11th day of March, 1991, by JOHN L. CLARDY, JR. and wife, KATHY EHRMAN CLARDY.

NOTARY PUBLIC, STATE OF TEXAS

EDWARD E. MAHLEY

NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 1/16/93

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before on the 7th day of February, 1991, by WILLIAM E. GEORGE and wife, BETTY S. GEORGE.

NOTARY PUBLIC, STATE OF TEXAS

EDWARD C. MARKEY
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 1/14/93

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before on the 7th day of February, 1991, by JACK C. GORDON, M.D. and wife, NANCY A. GORDON.

NOTARY PUBLIC, STATE OF TEXAS

EDWARD C. MARKEY
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 1/14/93

GRANTEE'S ADDRESS: c/o Mr. Judith Peebles
150 Westpark Way, Suite 320
Euless, Texas 76040

AFTER RECORDING RETURN TO: MARKEY & ASH, P.C.
P.O. BOX 202303
ARLINGTON, TEXAS 76006

D191044157
MARKEY & ASH
PO BOX 202303
ARLINGTON, TX 76006

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

FILED--TARRANT COUNTY TEXAS
SUZANNE HENDERSON--COUNTY CLERK
OFFICIAL RECEIPT
TO: MARKEY & ASH

RECEIPT NO	REGISTER	PRINTED DATE TIME
191127451	DR91	03/21/91 15:04

	INSTRUMENT	FEECD	AMOUNT	FILED	TIME	
1	D191044157	WD	17.00	910321	15:04	CK 1018

TOTAL: DOCUMENTS: 01 FEES: 17.00

BY: S

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNFORCEABLE UNDER FEDERAL LAW.

10204 1169

STATE OF TEXAS)

COUNTY OF TARRANT)

AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS, that Southcreek, Inc., a Texas corporation, being the owner of all of the lots in Woodland Hills, Sixth Filing, an addition to the City of Colleyville, Tarrant, County, Texas, TO WIT:

Lots 1 - 8,	Block 19
Lots 1 - 18,	Block 18
Lots 105 - 123,	Block 06
Lots 1 - 18,	Block 14

as reflected by Plat recorded in Volume 388-166, Page 46, Plat Records, Tarrant, County, Texas, which plat is incorporated herein by reference for all interests and purposes, and whereas the owner desires to impress said property with restrictive covenants as hereinafter set forth in order to insure uniformity and harmony in the character of the buildings and to maintain a high quality residential neighborhood for the protection, use and benefit of each purchaser

NOW, THEREFORE, Southcreek, Inc., does hereby adopt the plan and subdivision of said tract as described above, does hereby dedicate and does hereby further impress said property with the following restrictive covenants which shall run with the title to said land and shall be binding upon all parties and persons claiming said land or any part thereof until January 1, 2014, at which time, said covenants shall be automatically extended for successive periods of ten (10) years, unless by agreement of the majority of the owners of the lots comprising said subdivision, it is then agreed to change said covenants in whole or in part, and any and all conveyances of any and all of the lots comprising said subdivision shall be deemed to subject to the restrictive covenants herein set forth, which shall, for all legal purposes be conclusively deemed to be part of each deed or conveyance of any lot or portion hereof in said subdivision. Invalidation of any one of these covenants or restrictions by judgment or order of the court shall in no wise effect any of the other provisions hereof, which shall remain in full force and effect.

I

The restrictions herein set forth are imposed upon each lot and plot of land for the benefit of each and every other lot and plot, shall constitute covenants running with the land, and shall inure to the benefit of such land, and their heirs and assigns, and each and every purchaser of and person acquiring any interest in any part of such land, and their heirs and assigns, and all persons acquiring any of the land covered by these restrictions shall be taken to agree and covenant to conform to and observe all such restrictions as to the use of said land (no restrictions or covenants herein set forth shall be binding on any corporation, person or persons except in respect to breaches committed during the time such corporation or person owns or has an interest in said land or part hereof, and the undersigned, its successors and assigns, and the owner or owners of any part of such land and of any interest therein, setting jointly or severally shall have the right to sue for and obtain an injunction to prevent the breach of, or to enforce the observance of, the restrictions and covenants above set forth in addition to the ordinary legal action for damages, and the failure of any one or all of such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so at any time thereafter, nor shall the failure to enforce such restrictions as to any one or more lots or plots, or as to any one or more owners thereof, be deemed a waiver of the right, to enforce them as to any and all other lots and owners; nor shall the failure of the undersigned to enforce any such covenants, conditions or restrictions give rise to any cause of action against it by any other person.

Attorney's Fees

In the event it shall be necessary for any owner to place this agreement in the hands of an attorney for the enforcement of any of such owner's rights hereunder or for the recovery of any monies due to such owner hereunder, and it is necessary to bring suit for the enforcement of such rights or such recovery, the prevailing party in such suit shall recover from the losing party all costs of court and reasonable attorney fees, as determined by the court, in addition to any other relief or recovery awarded by the court.

II

All of the lots and blocks are hereby restricted and designated as residential lots. No lot shall have more than one single family dwelling unit.

III

No erection of building or exterior additions or alterations, including signs to any building situated upon the properties, nor any construction of any kind whatsoever, nor erection of or changes or additions in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and locations in relation to surrounding structures and topography by an Architectural Control Committee composed by the Board of Directors of Southcreek, Inc., or by three (3) or more representatives appointed by the Board. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in the event, if no suit to enjoin the addition, alteration or changes has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to compensation for services performed pursuant to the Article. Duplicate plans for the erection of any structure on any lot must be prepared by a registered architect or recognized professional designer and shall be submitted to the Architectural Control Committee for approval, one of which will be retained in the Developer's permanent files. All plans shall contain as a minimum, the following information:

a. A foundation plan showing a cross section of the beams, etc., with reinforced steel indicated.

b. A floor plan showing the total square feet of living area.

c. The exterior elevation showing the front, rear and the side elevations, complete with all ornamental and decorative details.

d. The specifications indicating type, grade and color, where applicable, of all exterior materials must be shown.

e. A plot plan showing the location of improvements, sidewalks, patios, driveways, fences, and retaining walls. Lot drainage provisions are to be indicated and cut and fill details, if any, appreciable changes in the lot contours is contemplated.

No builder shall obtain a building permit from the City of Colleyville to any lot until house plans, as described above, have been submitted to and approved by the Architectural Control Committee. The Architectural Control Committee shall have the authority to vary these restrictions when it feels it is in the best interest of Woodland Hills to do so.

IV

Every residential building erected upon any lot or premises shall not protrude forward of the building line shown on the recorded plat. The front of said dwellings shall be located back of the recorded front property line. No residence, dwelling or outbuilding shall be erected nearer than ten (10) feet from the inside line of such building plat or premises or nearer than fifteen (15) feet from the side street of such building plat or premises or nearer than the rear twenty-five (25) feet of any yard. The undersigned reserves the right to change, in writing, any building lines shown on the plat referred to herein or setback lines from the side lines shown on the said plat referred to in these restrictions, so long as the undersigned hold legal title to such lots and likewise, reserves the right to make such changes with the consent of the owners of the property involved after the undersigned has conveyed the title to such property.

V

No building shall be erected on any residential lot except one detached single family dwelling, and outbuildings used in connection therewith; the term "outbuilding" shall include only a garage, either attached or detached, and servants quarters detached from the building. Such garage or servants quarters may include a laundry room or laundry facilities to be used only for the convenience of the occupants of the dwelling and not as a public laundry, and except as herein set out, no other outbuildings may be located upon such residential building plot or premises, excepting, of course, childrens playhouses or buildings of like nature, used for the convenience and pleasure of the occupants of the dwelling. Every residence on a corner lot shall face on the street designated by the undersigned and shall present a good appearance on the other street on which it is located.

Garages: Every garage shall be attached to the residence or breezeway or covered porch attached to the residence. All garages shall be rear, side, or swing entry or have a fifty foot (50') setback front entry.

VI

Total living area, (exclusive of porches and garages) of the main structure on any residential lot or premises shall not be less than the square footage opposite the lots described as follows:

Block 6	Lots 105 - 118	2200 sq. ft.
Block 14	Lots 1 - 18	2200 sq. ft.
Block 6	Lots 119 - 123	2000 sq. ft.
Block 18	Lots 1 - 18	2000 sq. ft.
Block 19	Lots 1 - 8	2000 sq. ft.

For one & one-half or two story houses, 1,500 square feet will be minimum on the first floor. Exposed exterior wall area of the first floor, exclusive of doors, windows, or gables shall be 75% masonry. Masonry material shall be quality and appearance equal or superior to standard clay or shale common brick, color pigment Portland Cement brick or Quarried stone. Roofs shall be wood shingles only. Any change in this requirement shall be at the exclusive election of the Dedicator or the Architectural Control Committee.

VII

No fence shall be erected on any residential lot nearer to the front property line than five (5) feet behind the front of the main residence, and no fence shall be erected on any corner lot nearer to the side streets than five (5) feet of the property line of such lot. No fence may be installed upon any pedestrian easement, unless approved by the Architectural Control Committee. All fences shall be of wooden material, unless other type of material is approved by the undersigned prior to the installation.

VIII

All houses and structures permitted under these restrictions shall be completed within twelve (12) months, once construction is started. No house shall be occupied as a residence until it is completed in accordance with the provisions of these covenants. No house or structure may be occupied until the premises are properly connected with the city sewage system.

IX

No livestock, poultry, farm animals or wild animals of any kind shall be kept on any lot in this addition other than domestic household pets, with the exception of those lots zoned R-30 which shall have a permit from the City of Colleyville.

X

No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any residential lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XI

No garage or other outbuildings erected on any residential building plot or premises, and no basements, trailer, tent or shack, or other buildings or shelter erected or located thereon, except one detached single family dwelling, shall at any time, ever be used, either temporarily or permanently as a residence. This restriction shall not apply to servants quarters bonafidely occupied by domestic servants of an owner or tenant of such plot or premises.

XII

No obnoxious or offensive trade shall be carried on upon any plot or premiese, nor shall anything be done thereon which may become an annoyance to the neighborhood. No outbuilding or residence or any residential lot shall be used for commercial purposes whatsoever.

XIII

Southcreek, Inc. and its assigns and successors may place or install subdivision development signs, billboards, and real estate signs and temporary buildings on any lot in this addition which may remain until all lots are built on and houses are sold and occupied. No preexisting permanent house, dwelling and/or structure or prefabricated dwelling of any kind or character whatsoever may be moved into or placed upon any lot in said addition. A new structure only shall be erected on and permitted to remain on any lot in said addition. However, temporary trailers, trailer houses, shops, storage sheds, or buildings used in conjunction with building and selling residences are permitted to be installed and remain until subdivision houses are complete and occupied.

XIV

Open space restrictions shall apply to all lots abutting intersections which shall contain an open space restriction which shall be a line twenty-five (25) feet from the point of intersection along the lot line that faces the street and with a diagonal line from each twenty-five (25) foot dimension creating the open space, a triangle which is an open space easement. No structure, object or plant of any type exceeding twenty-four (24) inches in height above the top of the curb including but not limited to buildings, fences, walls, signs, trees, shrubs, cars, trucks, etc. may hereafter be placed in the open space easement described herein, which easement shall remain in effect until vacated by Dedicator.

XV

The owners of the lots shall be responsible for maintenance of the Pedestrian Easement as indicated on the plat referred to herein located between their lot lines and the streets on which the lots face, which shall include the installation of sidewalks and the maintenance thereof as designated by the Architectural Control Committee. Owners of lots bordering Martin Drive are required to construct sidewalks on said lot where designated by the Architectural Control Committee. The owners of the improved property shall likewise maintain the exterior of all structures on their lot and their yards, hedges, plants, and shrubs in a neat and trim condition at all times. Nothing shall be done on any lot which shall be or become an annoyance or nuisance to the neighborhood.

XVI

Underground utility service, including electric service of the type known as 120/240 volt, single phase, 3 wire, 60 cycle alternating current and telephone service has been made available to all lots or such other underground utility service as Dedicator shall approve. The grantees of such lots agree for themselves, their heirs, successors and assigns, not to request any electric service of any character, other than that provided by such underground facilities. Since it is the purpose and intent of these covenants and restrictions that utility service in said Addition shall be maintained underground, no poles, towers, television satillite dishes, nor overhead lines, shall be installed for any purpose on any building sites without written permission of the Architectural Control Committee.

XVII

No boats, trailers, mobile homes or trucks with tonnage in excess of 3/4 tons shall be permitted to park on the streets, driveways, or lots overnight, unless they can be located in a garage or rear entry drive in such a way as not to be visible from the street, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.

XVIII

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot, or parcel of land, upon which the improvements are to be erected, and shall not be placed in the street between the pavement and property lines.

No stumps, trees, underbrush or any refuse of any kind, nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material shall be immediately removed. Any material left on the lot or adjoining lots that is not disposed of promptly may be disposed of by the Developer and payment for such service to be borne by the builder or homeowner.

XIX

Should any questions arise on these restrictions, the interpretation of the Architectural Control Committee shall be final.

Should any dispute arise between two or more property owners, the Architectural Control Committee shall serve as the arbitration committee, and their decision shall be binding on all parties to the dispute.

EXECUTED this 14th day of November, 1984.

SOUTHCREEK, INC.

BY: Larry R. Cole

ITS: President

STATE OF TEXAS]

COUNTY OF TARRANT]

BEFORE ME, the undersigned in and for the County and State on this day personally appeared Larry R. Cole, known as its President, the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said SOUTHCREEK, INC., and that he executed the same as the act of such corporation for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL this 14th day of November, 19[illegible]

[illegible] Robertson
[illegible] Public, Tarrant County, Texas

August 7, 1985
[illegible]mission Expiration Date

Unofficial Document

FROM: SOUTH CREEK, INC.

TO: THE PUBLIC

RETURN INSTRUMENT TO:

FIRST AMERICAN TITLE COMPANY
803 Forest Ridge, Suite 108
Bedford, Texas 76022
(817) 283-3110
Metro 540-1322

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED in this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Record Records of Tarrant County, Texas, as stamped hereon by me.

NOV 14 1984

COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY TEXAS
'84 NOV 14 P2:29
MAGNETIC
COUNTY CLERK

BY

VOL. 8008 PG 775

STATE OF TEXAS §
§ AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 114,
COUNTY OF TARRANT § BLOCK 6, WOODLAND HILLS, SIXTH FILING, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

1000 34171 5.00 W D 3 09/14/87

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot ___, Block ___, in Woodland Hills, Sixth Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase II, Sixth Filing, Woodland Hills, recorded in Volume 8008, Page 769, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 9th date of September, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: _____

Its: _____

OWNERS:

By: _____

By: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 9th day of September, 1987, by _____ and _____, Owners.

NY COMMISSION EXPIRES: 5-1-88

NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: _____

COUNTY OF TARRANT
STATE OF TEXAS

I hereby [illegible] FILED in the date and at the time stamped [illegible] and was duly RECORDED in the Volume and Page of the Official Records of Tarrant County, Texas, as stamped hereon by me.

SEP 14 1987

[illegible]
COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF RACE OR COLOR IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Return to:
[illegible]
807 [illegible] Ridge #104
Bedford, TX 76022

SUZANNE HENDERSON
COUNTY CLERK

'87 SEP 14 P12:04

TARRANT COUN[illegible]

Unofficial Document

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 115, BLOCK 6,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Charles D. Hartley, a single person, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 115, Block 6

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Charles D. Hartley.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any Lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fond out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fond shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: [signature]

[signature] By: _____
Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 7th day of January, 1988, by [signature], a [signature]

Witness my hand and official seal.

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

My Commission Expires: [illegible]

Unofficial Document

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly recorded in the volume and page of the Official Records of Tarrant County, Texas as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY
'87 FEB -9 P 2:29

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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.

UNOFFICIAL DOCUMENT

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 116, BLOCK 6,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Southcreek, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 116, Block 6

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Southcreek, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with repsect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Vol 8558 969

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessments.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: Southwest Inc

Secretary By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this day of , 1986, by , a .

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires:

Unofficial Document

UNOFFICIAL DOCUMENT

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrie Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

STATE OF TEXAS § AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 117,
§ BLOCK 6, WOODLAND HILLS, SIXTH FILING, AN ADDITION
COUNTY OF TARRANT § TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 117, Block 6, in Woodland Hills, Sixth Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase II, Sixth Filing, Woodland Hills, recorded in Volume 8008, Page 769, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 5th date of March, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: Mary B. Sanders

Its: Secretary

OWNERS:

By: Gary D. Dean

By: G.D. Dean Construction

STATE OF TEXAS $
COUNTY OF TARRANT $

The foregoing instrument was acknowledged before me this 5th day of March, 1987, by Gary D. Dean and _____, Owners.

Karie L. Clark
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:
10-27-90

NOTARY'S PRINTED NAME: Karie L. Clark

Unofficial Document

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly recorded in the Volume and Page of the Official Records of Tarrant County, Texas, as stamped hereon by me.

MAR 30 1957

COUNTY CLERK
TARRANT COUNTY, TEXAS

LAGRANGE COMPANIES
807 [illegible] RIDGE, SUITE 104
BEDFORD, TEXAS 76022

Return to:

FILED
TARRANT COUNTY, TEXAS
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COUNTY CLERK
BY

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 118, BLOCK 6,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Southcreek, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 118, Block 6

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes;

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Area.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Southcreek, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and by-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by; the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Southcrest Inc

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 12 day of _____, 1986, by _____, a _____ _____.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: _____

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COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 23 1966

Madrin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE

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.

Unofficial Document

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 119, BLOCK 6,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Mark Macko, and wife, Sherry Macko, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 119, Block 6

as reflected by Plat recorded in Volume 388-181, Pages 65 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration of any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Creek Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Mark Macko & wife, Sherry Macko

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with repsect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchaser thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvement and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first become subject to assessment.

The due-date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: _____ 1-6-87

_____ By: _____

Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of _____, 1986, by _____, a _____

Witness my hand and official seal.

_____
Notary Public in and for
the State of Texas

My Commission Expires: _____

Unofficial Document

Unofficial Document

FILED
TARRANT COUNTY TEXAS
87 FEB -9 P2:28

[illegible] SALE, RENTAL OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL
Lyn.

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Tarrant Records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

Henry Lee Coe
5917 Forest Ridge
Suite 104
Bedford, Tx 76022

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 123, BLOCK 6,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Southcreek, Inc a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 123, Block 6

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Southcreek, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant; in no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others: So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on each Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Southwest Inc.

Secretary

By: President

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 2 day of December, 1986, by [illegible], a [illegible]

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 11-21-89

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Unofficial Document

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

Ticor

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 1, BLOCK 14,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Larry T. MArek & wife Becky L. Marek being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 1, Block 14,

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Larry T. Marek & wife Becky L. Marek

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

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ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

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ARTICLE VII

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B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall, upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of _____, 1986, by _____, a _____

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: _____

Unofficial Document

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

FILED
TARRANT COUNTY, TEXAS
'87 FEB -9 P2:29

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this document was FILED in the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

FEB -9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

FILE PROVISION NOTE [illegible] THE SALE, RENTAL, OR USE OF [illegible] RECAUSE OF COLOR [illegible] FEDERAL

15PD
WD

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 2, BLOCK 14,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Robert C. Potter Jr. and wife Susan A. Potter, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 2, Block 14

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Robert C. Potter Jr. & wife Susan A.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own Any Lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this day of , 1986, by , a

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires:

Unofficial Document

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 3, BLOCK 14,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Hudson-Gregg Custom Homes a partnership, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 3, Block 14

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Hudson-Gregg Custom Homes

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with repsect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architectually by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns, by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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c. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums, landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum Annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property releated thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: Hudson & Gregg Custom Homes

[signature] By: [signature]
Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 18th day of September, 1986, by [signature], a Notary Public.

Witness my hand and official seal.

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

My Commission Expires: 11-21-89

Unofficial Document

Unofficial Document

PROVISIONS CONTAINED IN THIS DOCUMENT WHICH RESTRICT THE [illegible] OF THE [illegible] COUNTY [illegible] THEREIN [illegible] OF [illegible] INVALID UNDER FEDERAL LAW AND ARE [illegible] UNCLEARLY.

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.

FILED
TARRANT COUNTY TEXAS
'86 NOV 14 AM 11:58
[illegible]

LARRY COLE COMPANIES
887 FOREST RIDGE, SUITE 104
BEDFORD TEXAS 76022

[illegible]

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly Recorded in the Volume and Page of the Official Records of Tarrant County, Texas, as stamped hereon by me.

NOV 14 1986

[illegible]
COUNTY CLERK
TARRANT COUNTY, TEXAS

VOL. 8752 PG. 1003

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THE STATE OF TEXAS |

COUNTY TARRANT |

AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS, that Southcreek, Inc., a Texas Corporation, being the owner of all lots in Woodland Hills, Sixth Filing, and an Addition to the City of Colleyville, Tarrant County, Texas, to-wit:

LOTS, 20, 21, 23, 24, 25, 26, 27, 28, & 29, Block 15, WOODLAND HILLS SIXTH FILING, an Addition to the City of Colleyville, Tarrant County, Texas, according to the Plat recorded in Volume 388-181, Page 65, Plat Records, Tarrant County, Texas.

IN LIEU, SUBSTITUTION AND CORRECTION OF THOSE RESTRICTIONS RECORDED IN VOLUME 8186, PAGE 569, DEED RECORDS, TARRANT COUNTY, TEXAS, WHICH LEFT OFF THE BLOCK NUMBER IN THE LEGAL DESCRIPTION.

which plat is incorporated herein by reference for all interests and purposes, and whereas the owner desires to impress said property with restrictive convenants as hereinafter set forth in order to insure uniformity and harmony in the character of the buildings and to maintain a high quality residential neighborhood for the protection, use and benefit of each purchaser.

NOW, THEREFORE, Southcreek, Inc., does hereby adopt the plan and subdivision of said tract as described above, does hereby dedicate and does hereby further impress said property with the following restrictive covenants which shall run with the title to said land and shall be binding upon all parties and persons claiming said land or any part thereof until JANUARY 1, 2015, at which time, said covenants shall be automatically extended for successive periods of ten (10) years, unless by agreement of the majority of the owners of the lots comprising said subdivision, it is then agreed to change said covenants in whole or in part, and any and all conveyances of any and all of the lots comprising said subdivision shall be deemed to subject to the restrictive covenants herein set forth, which shall, for all legal purposes be conclusively deemed to be part of each deed of conveyance of any lot or portion hereof in said subdivision. Invalidation of any one of these covenants or restrictions by judgement or order of the court shall in no wise effect any of the other provisions hereof, which shall remain in full force and effect.

1

The restrictions herein set forth are imposed upon each lot and plot of land for the benefit of each and every other lot and plot, shall constitute covenants running with the land, and shall insure to the benefit of such land, and their heirs and assigns, and each and every purchaser of and person acquiring any interest in any part of such land, and their heirs and assigns, and all persons acquiring any of the land covered by these restrictions shall be taken to agree and covenant to conform to and observe all such restrictions as to the use of said land (no restrictions or covenants herein set forth shall be binding on any corporation, person or persons except in respect to breaches committed during the time such corporation or person owns or has an interest in said land or part hereof; and the undersigned, its successors and assigns, and the owner or owners of any part of such land and of any interest therein, setting jointly or severally shall have the right to sue for and obtain an injuction to prevent the breach of, or to enforce the observance of, the restrictions and covenants above set forth in addition to the ordinary legal action for damages; and the failure of any one or all of such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be deemed to be a wavier of the right to do so at any time thereafter, nor shall the failure to enforce such restrictions as to any one or more lots or plots, or as to any one or more owners thereof, be deemed a waiver of the right to enforce them as to any and all other lots and owners; nor shall the failure of the undersigned to enforce any such covenants, conditions or restrictions give rise to any cause of action against it by any other person.

ATTORNEY'S FEES

In the event it shall be necessary for any owner to place this agreement in the hands of an attorney for the enforcement of any of such owner's rights hereunder or for the recovery of any monies due to such owner hereunder, and it is necessary to bring suit for the enforcement of such rights or such recovery, the prevailing party in such suit shall recover from the losing party all costs of court and reasonable attorney fees, as determined by the court, in addition

to any other relief or recovery awarded by the court.

II

All of the lots and blocks are hereby restricted and designated as residential lots. No lot shall have more than one single family dwelling unit.

III

No erection of building or exterior additions or alterations, including signs, to any building situated upon the properties, nor any construction of any kind whatsoever, nor erection of or changes or additions in fences, hedges, walls and other structures shall be commenced, erected, or maintained until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and locations in relation to surrounding structures and topography by an Architectural Control Committee composed by the Board of Directors of Southcreek, Inc., or by three (3) or more representatives appointed by the Board. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in the event, if no suit to enjoin the addition, alteration or changes has been commenced prior to the completion thereof, approval will no be required and this Article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to compensation for services performed pursuant to the Article. Duplicate plans for the erection of any structure on any lot must be prepared by a registered architect or recognized professional designer and shall be submitted to the Architectural Control Committee for approval, one of which will be retained in the Developer's permanent files. All plans shall contain as a minimum, the following information:

a. A foundation plan showing a cross section of the etc., with reinforced steel indicated.

b. A floor plan showing the total square feet of living area.

c. The exterior elevation showing the front, rear, and side elevations, complete with all ornamental and decorative details.

d. The specifications indicating type, grade and color, where applicable, of all exterior materials must be shown.

e. A plot showing the location of improvements, sidewalks, patios, driveways, fences, and retaining walls. Lot drainage provisions are to be indicated and cut and fill details, if any, appreciable changes in the lot contours is contemplated.

No builders shall obtain a building permit from the City of Colleyville to any lot until house plans, as described above, have been submitted to and approved by the Architectural Control Committee. The Architectural Control Committee shall have the authority to vary these restrictions when it feels it is in the best interest of WOODLAND HILLS to do so.

IV

Every residential building erected upon any lot or premises shall not protrude forward of the building line shown on the recorded plat. The front of said dwelling shall be located back of the recorded from property line. No residence, dwelling outbuilding shall be erected nearer than ten (10) feet from the inside line of such building plat or premises or nearer than fifteen (15) feet from the side street of such building plat or premises or nearer that the rear twenty-five (25) feet of any yard. The undersigned reserves the right to change, in writing, any building lines shown on the plat referred to herein or setback lines from the side lines shown on the said plat referred to in these restrictions, so long as the undersigned hold legal title to such lots and likewise, reserves the right to make such changes with the consent of the owners of the property involved after the undersigned has conveyed the title to such property.

V

No building shall be erected on any residential lot except one detached single family dwelling, and outbuilding used in connection therewith; the term "outbuilding" shall include only a garage, either attached or detached, and servants

quarters detached from the building. Such garage or servants quarters may include a laundry room or laundry facilities to be used only for the convenience of the occupants of the dwelling and not as a public laundry, and except as herein set out, no other outbuildings may be located upon such residential building plot or premises, excepting, of course, children's playhouses or buildings of like nature, used for the convenience and pleasure of the occupants of the dwelling. Every residence on a corner lot shall face on the street designated by the undersigned and shall present a good appearance on the other street on which it is located.

GARAGES: Every garage shall be attached to the residence or breezeway or covered porch attached to the residence. All garages shall be rear, side, or swing entry or have a fifty foot (50') setback entry.

VI

Total living area (exclusive of porches and garages) of the main structure on any residential lot or premises shall not be less than the square footage opposite the lots described as follows:

1875 Square Feet on all Lots.

For one & one-half or two story houses, 1,500 square feet will be minimum on the first floor. Exposed exterior wall area of the first floor, exclusive of doors, windows, or gables shall be 75% masonary. Masonary material shall be quality and appearance equal or superior to standard clay or shale common brick, color Portland Cement brick or Quarried stone. Roofs shall be wood shingles only. Any change in this requirement shall be at the exclusive election of the Dedicator or the Architectural Control Committee.

VII

No fence shall be erected on any residential lot nearer to the front property line than five feet (5') behind the front on the main residence, and no fence shall be erected on any corner lot nearer to the side streets than five foot (5') of the property line of such lot. No fence may be installed upon any pedestrian easement, unless approved by the Architechural Control Committee. All fences shall be of wooden material, unless other type of material is approved by the undersigned prior to the installation.

VIII

All houses and structures permitted under these restrictions shall be completed within twelve (12) months, once construction is started. No house shall be occupied as a residence until it is completed in accordance with the provisions of these covenants. No house or structure may be occupied unto the premises are properly connected with the city sewage system.

IX

No livestock, poultry, farm animals or wild animals of any kind shall be kept on any lot in this addition other than domestic household pets, with the exception of those lots zoned R-30 which shall have a permit from the city of Colleyville.

X

No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any residential lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XI

No garage or other outbuilding erected on any residential building plot or premises, and no basements, trailer, tent or shack, or other buildings or shelter erected or located thereon, except one detached single family dwelling, shall at any time, ever be used, either temporarily or permanently as a residence. This restriction shall not apply to servants quarters bonafidely occupied by domestic servants of an owner or tenant of such plot or premises.

XII

No obnoxious or offensive trade shall be carried on upon any plot or premise, nor shall anything be done thereon which may become annoyance to the neighborhood. No outbuilding or residence or any residential lot shall be used for commercial purposes whatsoever.

XIII

Southcreek, Inc. and its assigns and successors may place or install subdivision development signs, billboards, and real estate signs and temporary building on any lot in this addition which may remain until all lots are built on and houses are sold and occupied. Any preexisting permanent house, dwelling and/or structure or perfabricated dwelling of any kind or character whatsoever, may be moved into placed upon any lot in said addition. A new structure only shall be erected on and permitted to remain on any lot in said addition. However, temporary trailers, trailer houses, shops, storage sheds, or buildings used in conjunction with building and selling residences are permitted to be installed and remain until subdivision are complete and occupied.

XIV

Open space restrictions shall apply to all lots abutting intersections which shall contain an open-space restrictions which shall be a line twenty-five feet (25') from the point of intersection along the lot line that faces the street and with a diagonal line from each twenty-five foot (25') dimension creating the open space, a triangle which is an open space easement. No structure, object or plant of any type exceeding twenty-four inches (24") in height above the top of the curb including but not limited to buildings, fences, walls, signs, trees, shrubs, cars, trucks, etc. may hereafter be placed in the open space easement described herein, which easement shall remain in effect until vacated by Dedicator.

XV

The owners of the lots shall be responsible for maintenance of the Pedestrian Easement as indicated on the plat referred to herein, located between their lot lines and the streets on which the lots face, which shall include the installation of sidewalks and the maintenance thereof as designated by the Architectural Control Committee. Owners of lots bordering Martin Drive are required to construct sidewalks on said lot where designated by the Architectural Control Committee. The owners of the improved property shall likewise maintain the exterior of all structures on their lot and their yards, hedges, plants, and shrubs in a neat and trim condition at all times. Nothing shall be done on any lot which shall be or become an annoyance or nuisance to the neighborhood.

XVI

Underground utility service, including electric service of the type known as 120/240 volts, single phase, 3 wire, 60 cycle alternating current and telephone service has been made available to all lots or such other underground utility service as Dedicator shall approve. The grantees of such lots agree for themselves, their heirs, successors and assigns, not to request any electric service of any character, other than that provided by such underground facilities. Since it is the purposes and intent of these covenants and restrictions that utility service in said Addition shall be maintained underground, no poles, towers, television satellite dishes, nor overhead lines, shall be installed for any purpose on any building sites without written permission of the Architectural Control Committee.

XVII

No boats, trailers, mobile homes or trucks with tonnage in excess of 3/4 tons shall be permitted to park on the streets, driveways, or lots overnight, unless they can be located in a garage or rear entry drive in such a way as not to be visible from the street, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.

XVIII

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No building material of any kind or character shall be placed or stored upon

the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot, or parcel of land, upon which the improvements are to be erected, and shall not be placed in the street between the pavement and property lines.

No stumps, trees, underbrush or any refuse of any kind, nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material shall be immediately removed. Any material left on the lot or adjoining lots that is not disposed of promptly may be disposed of by the Developer and payment for such service to be borne by the builder or homeowner.

XIX

Should any questions arise on these restrictions, the interpretation of the Architectural Control Committee shall be final.

Should any dispute arise between two or more property owners, the Architectural Control Committee shall serve as the arbitration committee, and their decision shall be binding on all parties to the dispute.

EXECUTED this 10th day of MAY, 1985.

SOUTHCREEK, INC.

BY: _____
LARRY R. COLE, PRESIDENT

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned in and for the County and State on this day personally appeared LARRY R. COLE, known as its PRESIDENT, the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said SOUTHCREEK, INC., and that he executed the same as the act of such corporation for the purposes and considerations therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL this 28th day of FEBRUARY, 1986.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
Commission Expiration Date

UNOFFICIAL COPY

UNOFFICIAL COPY

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named Records of Tarrant County, Texas, as stamped hereon by me.

FEB 6 1986

COUNTY CLERK
TARRANT COUNTY, TEXAS

86 FEB -6 P1:48

15.00

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 5, BLOCK 14,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Charles M. Harrison & wife Linda L. Harrison being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 5, Block 14

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot situated upon the Properties.

G. "Declarant" shall mean and refer to Charles M. Harrison & wife Linda L.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with repsect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and so subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 2[illegible] day of [illegible], 1986, by [illegible], a [illegible].

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 5-9-88

Unofficial Document

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

FILED
TARRANT COUNTY, TEXAS
'87 FEB -9 P2:28

FEB 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

Unofficial Document

STATE OF TEXAS § AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 7,
§ BLOCK 14, WOODLAND HILLS, SIXTH FILING, AN ADDITION
COUNTY OF TARRANT § TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

1000 26636 1 5.00 W C 07/21/87

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 7, Block 14, in Woodland Hills, Sixth Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase II, Sixth Filing, Woodland Hills, recorded in Volume 8008, Page 769, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this _____ date of _____, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: _____

Its: _____

OWNERS:

By: _____

By: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of _____, 1987, by _____ and _____, Owners.

_____

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:

_____

NOTARY'S PRINTED NAME: _____

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas as stamped hereon by me.

JUL 24 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
'87 JUN 21 AM 10:20
SUBJECT TO
COUNTY CLERK
BY

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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PLEASE RETURN TO:
LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

Unofficial Document

1500
WD

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 9, BLOCK 14,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Warren Kerr and wife Susan Kerr, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 9, Block 14

as reflected by Plat recorded in Volume 388-181, Pages 63 and ___, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot situated upon the Properties.

G. "Declarant" shall mean and refer to Warren Kerr and wife Susan Kerr

_____, its successors and assigns, if such successors or designs should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fall due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by; the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of each month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 11, BLOCK 14,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that James W. Smith, and Cheryl L Smith, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 11, Block 14

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to James W. Smith and wife Cheryl L. Smith

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the Covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and received to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first become subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 7th day of February, 1987, by _____, President.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 5-[illegible]-[illegible]

Unofficial Document

Unofficial Document

FILED
TARRANT COUNTY, TEXAS
'87 FEB 9 P2:29

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

LARRY COLE CO.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 12, BLOCK 14,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Karl L. Nesselrode and wife Rebeca E. Nesselrode, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 12, Block 14

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Karl L. Nesselrode & wife Rebeca E.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single Family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

_____
Secretary

By: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of _____, 1986, by _____, a _____

Witness my hand and official seal.

_____
Notary Public in and for
the State of Texas

My Commission Expires: _____

FILED
TARRANT CO. TEXAS
'87 FEB 9 P2:29

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Tarrant County, Texas as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

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.

VOL. 8838 PG. 740

1500
WC

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 13, BLOCK 14,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that James C. Parker and wife, Sondra L. Parker, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 13, Block 14

as reflected by Plat recorded in Volume 388-181, Pages 65 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to James C. Parker, Sondra L. Parker

_____ its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advence of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due, or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this day of October, 1986, by , a

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires:

UNOFFICIAL DOCUMENT

LARRY COLE CO.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

FILED
TARRANT COUNTY, TEXAS
'87 FEB -9 P2:28
SUZANNE HENDERSON, COUNTY CLERK

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF SALE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

VOL. 8838 PG. 676

1500
WD

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 15, BLOCK 14,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Chi Kwong Diu and wife Yee Lo Diu, being the owner of the following lot in **WOODLAND HILLS**, Sixth **FILING**, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 15, **Block** 14

as reflected by Plat recorded in Volume 388-183, Pages 85 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter identified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Area.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Chi Kwong Diu and wife Yee Lo Diu

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby settle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Area that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $10.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of _____, 1989, by _____, a _____.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: _____

Unofficial Document

Unofficial Document

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly recorded in the Volume and Page of the named records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT CO.
'87 FEB -9 P 2:28

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

5 LARRY COLE CO.
WD

STATE OF TEXAS § AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 16,
§ BLOCK 14, WOODLAND HILLS, SIXTH FILING, AN ADDITION
COUNTY OF TARRANT § TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS: 1000 05127 5.00 W D 2 02/09/88

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 16, Block 14, in Woodland Hills, SIXTH Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase II, Sixth Filing, Woodland Hills, recorded in Volume 8008, Page 769, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 31 date of January, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: Carol L. Johnson

Its: President

OWNERS:

By: [illegible]

By: [illegible] Fortson

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 31st day of January, 1987, by [illegible] and [illegible] Fortson, Owners.

Carol L. Johnson

NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: Carol L. Johnson

MY COMMISSION EXPIRES:

TARRANT CO.

'88 FEB -8 P2:17

SUZ... COUNTY CLERK

BY _____

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

FEB 8 1988

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

Please Return To:
Larry Cole Cos.
Attn: Mary Sanders
807 Forest Ridge Dr.
Suite 104
Bedford, Texas 76022

Unofficial Document

AGREEMENT TO
RESTRICTIVE COVENANTS FOR LOT 20, BLOCK 15,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that James L. Greenwalt and wife Diann T. Greenwalt, being the owner of the following lot in **WOODLAND HILLS, Sixth FILING**, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 20, **Block** 15

as reflected by Plat recorded in Volume 388-161, Pages 161 and —, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to James L. and Diann T. Greenwalt

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

E. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

1. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

2. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchaser thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1986, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 10th day of December 1986, by Mary Lewis, a Notary.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 8-28-90

FILED
TARRANT COUNTY, TEXAS
'87 FEB 8 P2:28

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the volume and page of the named records of Tarrant County, Texas, as stamped hereon by me.

FEB 8 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE [illegible] BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 21, BLOCK 15,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Mekon, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 21, Block 15

as reflected by Plat recorded in Volume 388-161, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Area.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Mekon, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

K. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

L. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Marcin Parkway.

M. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

VL 8659 993

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

c. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums, landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for terminatinn by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessments.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: [illegible]

[illegible]
Secretary

By: [illegible]

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 1986, by [illegible], a [illegible].

Witness my hand and official seal.

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

My Commission Expires: [illegible]

Unofficial Document

H 8659 998

'86 21 P1:07

UNOFFICIAL DOCUMENT

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1968

Madeline Hillman
COUNTY CLERK
TARRANT COUNTY, TEXAS

H 8659R 999

file 15

13.00

STATE OF TEXAS)

COUNTY OF TARRANT)

AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS, that Southcreek, Inc., a Texas corporation, being the owner of all lots in Woodland Hills, Sixth Filing, and an addition to the city of Colleyville, Tarrant County, Texas, TO WIT:

Lots: 20,21,23,24,25,26,27,28 & 29
Woodland Hills Sixth Filing, An Addition
to the City Of Colleyville, Tarrant County
Texas, According to the Plat recorded in Volume
388-181, Page 65, Plat Records Tarrant County, Texas

which plat is incorporated herein by reference for all interests and purposes, and whereas the owner desires to impress said property with restrictive convenants as hereinafter set forth in order to insure uniformity and harmony in the character of the buildings and to maintain a high quality residential neighborhood for the protection, use and benefit of each purchaser

NOW, THEREFORE, Southcreek, Inc., does hereby adopt the plan and subdivision of said tract as described above, does hereby dedicate and does hereby further impress said property with the following restrictive covenants which shall run with the title to said land and shall be binding upon all parties and persons claiming said land or any part thereof until January 1, 2015, at which time, said covenants shall be automatically extended for successive periods of ten (10) years, unless by agreement of the majority of the owners of the lots comprising said subdivision, it is then agreed to change said covenants in whole or in part, and any all conveyances of any and all of the lots comprising said subdivision shall be deemed to subject to the restrictive covenants herein set forth, which shall, for all legal purposes be conclusively deemed to be part of each deed or conveyance of any lot or portion hereof in said subdivision. Invalidation of any one of these covenants or restrictions by judgement or order of the court shall in no wise effect any of the other provisions hereof, which shall remain in full force and effect.

I

The restrictions herein set forth are imposed upon each lot and plot of land for the benefit of each and every other lot and plot, shall constitute covenants running with the land, and shall insure to the benefit of such land, and their heirs and assigns, and each and every purchaser of and person acquiring any interest in any part of such land, and their heirs and assigns, and all persons acquiring any of the land covered by these restrictions shall be taken to agree and covenant to conform to and observe all such restrictions as to the use of said land (no restrictions or covenants herein set forth shall be binding on any corporation, person or persons except in respect to breaches committed during the time such corporation or person owns or has an interest in said land or part hereof; and the undersigned, its successors and assigns, and the owner or owners of any part of such land and of any interest therein, setting jointly or severally shall have the right to sue for and obtain an injuction to prevent the breach of, or to enforce the observance of, the restrictions and covenants above set forth in addition to the ordinary legal action for damages, and the failure of any one or all of such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be deemed to be a wavier of the right to do so at any time thereafter, nor shall the failure to enforce such restrictions as to any one or more lots or plots, or as to any one or more owners thereof, be deemed a waiver of the right, to enforce them as to any and all other lots and owners; nor shall the failure of the undersigned to enforce any such covenants, conditions or restrictions give rise to any cause of action against it by any other person.

Attorney's Fees

In the event it shall be necessary for any owner to place this agreement in the hands of an attorney for the enforcement of any of such owner's rights hereunder or for the recovery of any monies due to such owner hereunder, and it is necessary to bring suit for the enforcement of such rights or such recovery, the prevailing party in such suit shall recover from the losing party all costs of court and reasonable attorney fees, as determined by the court, in addition to any other relief or recovery awarded by the court.

II

All of the lots and blocks are hereby restricted and designated as residential lots. No lot shall have more than one single family dwelling unit.

III

No erection of building or exterior additions or alterations, including signs to any building situated upon the properties, nor any construction of any kind whatsoever, nor erection of or changes or additions in fences, hedges, walls and other structures shall be commenced, erected, or maintained until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and locations in relation to surrounding structures and topography by an Architectural Control Committee composed by the Board of Directors of Southcreek, Inc., or by three (3) or more representatives appointed by the Board. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in the event, if no suit to enjoin the addition, alteration or changes has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to compensation for services performed pursuant to the Article. Duplicate plans for the erection of any structure on any lot must be prepared by a registered architect or recognized professional designer and shall be submitted to the Architectural Control Committee for approval, one of which will be retained in the Developer's permanent files. All plans shall contain as a minimum, the following information:

a. A foundation plan showing a cross section of the etc., with reinforced steel indicated.

b. A floor plan showing the total square feet of living area.

c. The exterior elevation showing the front, rear, and side elevations, complete with a;; ornamental and decorative details.

d. The specifications indicating type, grade and color, where applicable, of all exterior materials must be shown.

e. A plot plan showing the location of improvements, sidewalks, patios, driveways, fences, and retaining walls. Lot drainage provisions are to be indicated and cut and fill details, if any, appreciable changes in the lot contours is contemplated.

No builders shall obtain a building permit from the City of Colleyville to any lot until house plans, as described above, have been submitted to and approved by the Architectural Control Committee. The Architectural Control Committee shall have the authority to vary these restrictions when it feels it is in the best interest of Woodland Hills to do so.

IV

Every residential building erected upon any lot or premises shall not protrude forward of the building line shown on the recorded plat. The front of said dwelling shall be located back of the recorded front property line. No residence, dwelling outbuilding shall be erected nearer than ten (10) feet from the inside line of such building plat or premises or nearer than fifteen (15)feet from the side street of such building plat or premises or nearer than the rear twenty-five (25) feet of any yard. The undersigned reserves the right to change, in writing, any building lines shown on the plat referred to herein or setback lines from the side lines shown on the said plat referred to in these restrictions, so long as the undersigned hold legal title to such lots and likewise, reserves the right to make such changes with the consent of the owners of the property involved after the undersigned has conveyed the title to such property.

V

No building shall be erected on any residential lot except one detached single family dwelling, and outbuilding used in connection therewith; the term "outbuilding" shall include only a garage, either attached or detached, and servants quarters detached from the building. Such garage or servants quarters may include a laundry room or laundry facilities to be used only for the convenience of the occupants of the dwelling and not as a public laundry, and except as herein set out, no other outbuildings may be located upon such residential building plot or premises, excepting, of course, children's playhouses or buildings of like nature, used for the convenience and pleasure of the occupants of the dwelling. Every residence on a corner lot shall face on the street designated by the undersigned and shall present a good appearance on the other street on which it it located.

Garages: Every garage shall be attached to the residence or breezeway or covered porch attached to the residence. All garages shall be rear, side, or swing entry or have a fifty foot (50') setback entry.

VI

Total living area, (exclusive of porches and garages) of the main structure on any residential lot or premises shall not be less than the square footage opposite the lots described as follows:

1875 Square Feet on all Lots.

For one & one-half or two story houses, 1,500 square feet will be minimum on the first floor. Exposed exterior wall area of the first floor, exclusive of doors, windows, or gables shall be 75% masonary. Masonry material shall be quality and appearance equal or superior to standard clay or shale common brick, color Portland Cement brick or Quarried stone. Roofs shall be wood shingles only. Any change in this requirement shall be at the exclusive election of the Dedicator or the Architectural Control Committee.

VII

No fence shall be erected on any residental lot nearer to the front property line than (5) feet behind the front on the main residence, and no fence shall be erected on any corner lot nearer to the side streets than five (5) feet of the property line of such lot. No fence may be installed upon any pedestrian easement, unless approved by the Architectural Control Committee. All fences shall be of wooden material, unless other type of material is approved by the undersigned prior to the installation.

VIII

All houses and structures permitted under these restrictions shall be completed within twelve (12) months, once construction is started. No house shall be occupied as a residence until it is completed in accordance with the provisions of these covenants. No house or structure may be occupied until the premises are properly connected with the city sewage system.

IX

No livestock, poultry, farm animals or wild animals of any kind shall be kept on any lot in this addition other than domestic household pets, with the exception of those lots zoned R-30 which shall have a permit from the City of Colleyville.

X

No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any residential lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XI

No garage or other outbuilding erected on any residential building plot or premises, and no basements, trailer , tent or shack, or other buildings or shelter erected or located thereon, except one detached single family dwelling, shall at any time, ever be used, either temporarily or permanently as a residence This restriction shall not apply to servants quarters bonafidely occupied by domestic servants of an owner or tentant of such plot or premises.

XII

No obnoxious or offensive trade shall be carried on upon any plot or premiese, nor shall anything be done thereon which may become an annoyance to the neighborhood. No outbuilding or residence or any residential lot shall be used for commercial purposes whatsoever.

XIII

Southcreek, Inc. and its assigns and successors may place or install subdivision development signs, billboards, and real estate signs and temporary building on any lot in this addition which may remain until all lots are built on and houses are sold and occupied. ano preexisting permanent house, dwelling and/ or structure or prefabricated dwelling of any kind or character whatsoever may be moved into placed upon any lot in said addition. A new structure only shall be erected on and permitted to remain on any lot in said addition. However, temporary trailers, trailer houses, shops, storage sheds, or buildings used in conjunction with building and selling residences are permitted to be installed and remain until subdivision are complete and occupied.

XIV

Open space restrictions shall apply to all lots abutting intersections which shall contain an open space restriction which shall be a line twenty-five (25) feet from the point of intersection along the lot line that faces the street and with a diagonal line from each tweny-five (25) foot dimension creating the open space, a triangle which is an open space easement. No structure. object or plant of any type exceeding twenty-four (24) inches in height above the top of the curb icluding but not limited to buildings, fences, walls, signs, trees, shrubs, cars, trucks, etc. may hereafter be placed in the open space easement described herein, which easement shall remain in effect until vacated by Dedicator.

XV

The owners of the lots shall be responsible for maintenance of the Pedestrian Easement as indicated on the plat referred to herein located between their lot lines and the streets on which the lots face, which shall include the installation of sidewalks and the maintenance thereof as designated by the Architectural Control Committee. Owners of lots bordering Martin Drive are required to construct sidewalks on said lot where designated by the Architectural Control Committee. The owners of the improved property shall likewise maintain the exterior of all structures on their lot and their yards, hedges, plants, and shrubs in a neat and trim condition at all times. Nothing shall be done on any lot which shall be or become an annoyance or nuisance to the neighborhood.

XVI

Underground utility service, including electric service of the type known as 120/240 volt, single phase, 3 wire, 60 cycle alternating current and telephone service has been made available to all lots or such other underground utility service as Dedicator shall approve. The grantees of such lots agree for themselves, their heirs, successors and assigns, not to request any electric service of any character, other than that provided by such underground facilities. Since it is the purpose and intent of these covenants and restrictions that utility service in said Addition shall be maintained underground, no poles, towers, television satillite dishes,nor overhead lines, shall be installed for any purpose on any building sites without written permission of the Architectural Control Committee.

XVII

No boats, trailers , mobile homes or trucks with tonnage in excess of 3/4/ tons shall be permitted to park on the streets, driveways, or lots overnight, unless they can be located in a garage or rear entry drive in such a way as not to be visible from the street, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.

XVIII

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storgage or disposal of such material shall be kept in a clean and sanitary condition.

No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot, or parcel of land, upon which the improvements are to be erected, and shall not be placed in the street between the pavement and property lines.

No stumps, tress, underbrush or any refuse of any kind, nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material shall be immediately removed. Any material left on the lot or adjoining lots that is not disposed of promptly may be disposed of by the Developer and payment for such service to be borne by the builder or homeowner.

XIX

Should any questions arise on these restrictions, the interpretation of the Archtectural Control Committee shall be final.

Should any dispute arise between two or more property owners, the Architectural Control Committee shall serve as the arbitration committee, and their decision shall be binding on all parties to the dispute.

EXECUTED this 10 th day of May, 1985.

SOUTHCREEK, INC.

BY: Larry R. Cole

ITS: President

STATE OF TEXAS]

COUNTY OF TARRANT]

BEFORE ME, the undersigned in and for the County and State on this day personally appeared Larry R. Cole, known as its President, the person and officer whose name is subscribeed to the foregoing instrument, and acknowledged to me that the same was the act of said SOUTHCREEK, INC., and that he executed the same as the act of such corporation for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL this 10th day of May, 1985.

Notary Public, Tarrant County, Texas

2-22-87
Commission Expiration Date

UNOFFICIAL COPY

VOL 8185 PAGE 575

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Record Records of Tarrant County, Texas, as stamped hereon by me.

MAY 17 1985

Madrin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

Unofficial Document

Guardian Title
P.O. Box 973
Ft. Worth 76101

FILED
TARRANT COUNTY
'85 MAY 17 P1:17
COUNTY CLERK

1300
WD

STATE OF TEXAS)

COUNTY OF TARRANT)

AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS, that James Arthur and Ella Louise Lowe being the owners of Lot 22, in Woodland Hills, Sixth Filing, and an addition to the city of Colleyville, Tarrant County, Texas, TO WIT:

Lots: 22
Woodland Hills Sixth Filing, An Addition
to the City Of Colleyville, Tarrant County
Texas, According to the Plat recorded in Volume
388-181, Page 65, Plat Records Tarrant County, Texas

which plat is incorporated herein by reference for all interests and purposes, and whereas the owner desires to impress said property with restrictive covenants as hereinafter set forth in order to insure uniformity and harmony in the character of the buildings and to maintain a high quality residential neighborhood for the protection, use and benefit of each purchaser

NOW, THEREFORE, James Arthur and Ella Louise Lowe do hereby adopt the plan and subdivision of said tract as described above, does hereby dedicate and does hereby further impress said property with the following restrictive covenants which shall run with the title to said land and shall be binding upon all parties and persons claiming said land or any part thereof until January 1, 2015, at which time, said covenants shall be automatically extended for successive periods of ten (10) years, unless by agreement of the majority of the owners of the lots comprising said subdivision, it is then agreed to change said covenants in whole or in part, and any all conveyances of any and all of the lots comprising said subdivision shall be deemed to subject to the restrictive covenants herein set forth, which shall, for all legal purposes be conclusively deemed to be part of each deed or conveyance of any lot or portion hereof in said subdivision. Invalidation of any one of these covenants or restrictions by judgement or order of the court shall in no wise effect any of the other provisions hereof, which shall remain in full force and effect.

I

The restrictions herein set forth are imposed upon each lot and plot of land for the benefit of each and every other lot and plot, shall constitute covenants running with the land, and shall insure to the benefit of such land, and their heirs and assigns, and each and every purchaser of and person acquiring any interest in any part of such land, and their heirs and assigns, and all persons acquiring any of the land covered by these restriptions shall be taken to agree and covenant to conform to and observe all such restrictions as to the use of said land (no restrictions or covenants herein set forth shall be binding on any corporation, person or persons except in respect to breaches committed during the time such corporation or person owns or has an interest in said land or part hereof; and the undersigned, its successors and assigns, and the owner or owners of any part of such land and of any interest therein, setting jointly or severally shall have the right to sue for and obtain an injuction to prevent the breach of, or to enforce the observance of , the restrictions and covenants above set forth in addition to the ordinary legal action for damages, and the failure of any one or all of such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be deemed to be a wavier of the right to do so at any time thereafter, nor shall the failure to enforce such restrictions as to any one or more lots or plots, or as to any one or more owners thereof, be deemed a waiver of the right , to enforce them as to any and all other lots and owners; nor shall the failure of the undersigned to enforce any such covenants, conditions or restrictions give rise to any cause of action against it by any other person.

Attorney's Fees

In the event it shall be necessary for any owner to place this agreement in the hands of an attorney for the enforcement of any of such owner's rights hereunder or for the recovery of any monies due to such owner hereunder, and it is necessary to bring suit for the enforcement of such rights or such recovery, the prevailing party in such suit shall recover from the losing party all costs of court and reasonable attorney fees, as determined by the court, in addition to any other relief or recovery awarded by the court.

II

All of the lots and blocks are hereby restricted and designated as residential lots. No lot shall have more than one single family dwelling unit.

III

No erection of building or exterior additions or alterations, including signs to any building situated upon the properties, nor any construction of any kind whatsoever, nor erection of or changes or additions in fences, hedges, walls and other structures shall be commenced, erected, or maintained until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and locations in relation to surrounding structures and topography by an Architectural Control Committee composed by the Board of Directors of Southcreek, Inc., or by three (3) or more representatives appointed by the Board. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in the event, if no suit to enjoin the addition, alteration or changes has been commenced prior to the completion thereof, approval will not be required and this article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to compensation for services performed pursuant to the Article. Duplicate plans for the erection of any structure on any lot must be prepared by a registered architect or recognized professional designer and shall be submitted to the Architectural Control Committee for approval, one of which will be retained in the Developer's permanent files. All plans shall contain as a minimum, the following information:

a. A foundation plan showing a cross section of the etc., with reinforced steel indicated.

b. A floor plan showing the total square feet of living area.

c. The exterior elevation showing the front, rear and side elevations, complete with all ornamental and decorative details.

d. The specifications indicating type, grade and color, where applicable, of all exterior materials must be shown.

e. A plot plan showing the location of improvements, sidewalks, patios, driveways, fences, and retaining walls. Lot drainage provisions are to be indicated and cut and fill details, if any, appreciable changes in the lot contours is contemplated.

No builders shall obtain a building permit from the City of Colleyville to any lot until such plans, as described above, have been submitted to and approved by the Architectural Control Committee. The Architectural Control Committee shall have the authority to vary these requirements when it feels it is in the best interest of Woodland [illegible] to do.

IV

Every residential building erected upon any lot or premises shall not protrude forward of the building line shown on the recorded plat. The front of said dwelling shall be located back of the recorded front property line. No residence, dwelling outbuilding shall be erected nearer than ten (10) feet from the inside line of such building plat or premises or nearer than fifteen (15)feet from the side street of such building plat or premises or nearer than the rear twenty-five (25) feet of any yard. The undersigned reserves the right to change, in writing, any building lines shown on the plat referred to herein or setback lines from the side lines shown on the said plat referred to in these restrictions, so long as the undersigned hold legal title to such lots and likewise, reserves the right to make such changes with the consent of the owners of the property involved after the undersigned has conveyed the title to such property.

V

No building shall be erected on any residential lot except one detached single family dwelling, and outbuilding used in connection therewith; the term "outbuilding" shall include only a garage, either attached or detached, and servants quarters detached from the building. Such garage or servants quarters may include a laundry room or laundry facilities to be used only for the convenience of the occupants of the dwelling and not as a public laundry, and except as herein set out, no other outbuildings may be located upon such residential building plot or premises, excepting, of course, children's playhouses or buildings of like nature, used for the convenience and pleasure of the occupants of the dwelling. Every residence on a corner lot shall face on the street designated by the undersigned and shall present a good appearance on the other street on which it it located.

Garages: Every garage shall be attached to the residence or breezeway or covered porch attached to the residence. All garages shall be rear, side, or swing entry or have a fifty foot (50') setback entry.

VI

Total living area, (exclusive of porches and garages) of the main structure on any residential lot or premises shall not be less than the square footage opposite the lots described as follows:

1875 Square Feet on all Lots.

For one & one-half or two story houses, 1,500 square feet will be minimum on the first floor. Exposed exterior wall area of the first floor, exclusive of doors, windows, or gables, shall be 75% masonary. Masonry material shall be quality and appearance equal or superior to standard clay or shale common brick, color Portland Cement brick or Quarried stone. Roofs shall be wood shingles only. Any change in this requirement shall be at the exclusive election of the Dedicator or the Architectural Control Committee.

VII

No fence shall be erected on any residental lot nearer to the front property line than (5) feet behind the front on the main residence, and no fence shall be erected on any corner lot nearer to the side streets than five (5) feet of the property line of such lot. No fence may be installed upon any pedestrian easement, unless approved by the Architectural Control Committee. All fences shall be of wooden material, unless other type of material is approved by the undersigned prior to the installation.

VIII

All houses and structures permitted under these restrictions shall be completed within twelve (12) months, once construction is started. No house shall be occupied as a residence until it is completed in accordance with the provisions of these covenants. No house or structure may be occupied until the premises are properly connected with the city sewage system.

IX

No livestock, poultry, farm animals or wild animals of any kind shall be kept on any lot in this addition other than domestic household pets, with the exception of those lots zoned R-30 which shall have a permit from the City of Colleyville.

X

No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any residential lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XI

No garage or other outbuilding erected on any residential building plot ot premises, and no basements, trailer , tent or shack, or other buildings or shelter erected or located thereon, except one detached single family dwelling, shall at any time, ever be used, either temporarily or permanently as a residence This restriction shall not apply to servants quarters bonafidely occupied by domestic servants of an owner or tentant of such plot or premises.

XII

No obnoxious or offensive trade shall be carried on upon any plot or premiese, nor shall anything be done thereon which may become an annoyance to the neighborhood. No outbuilding or residence or any residential lot shall be used for commercial purposes whatsoever.

XIII

Southcreek, Inc. and its assigns and successors may place or install subdivision development signs, billboards, and real estate signs and temporary building on any lot in this addition which may remain until all lots are built on and houses are sold and occupied. ano preexisting permanent house, dwelling and/ or structure or prefabricated dwelling of any kind or character whatsoever may be moved into placed upon any lot in said addition. A new structure only shall be erected on and permitted to remain on any lot in said addition. However, temporary trailers, trailer houses, shops, storage sheds, or buildings used in conjunction with building and selling residences are permitted to be installed and remain until subdivision are complete and/ occupied.

XIV

Open space restrictions shall apply to all lots abutting intersections which shall contain an open space restriction which shall be a line twenty-five (25) feet from the point of intersection along the lot line that faces the street and with a diagonal line from each tweny-five (25) foot dimension creating the open space, a triangle which is an open space easement. No structure, object or plant of any type exceeding twenty-four (24) inches in height above the top of the curb icluding but not limited to buildings, fences, walls, signs, trees, shrubs, cars, trucks, etc. may hereafter be placed in the open space easement described herein, which easement shall remain in effect until vacated by Dedicator.

XV

The owners of the lots shall be responsible for maintenance of the Pedestrian Easement as indicated on the plat referred to herein located between their lot lines and the streets on which the lots face, which shall include the installation of sidewalks and the maintenance thereof as designated by the Architectural Control Committee. Owners of lots bordering Martin Drive are required to construct sidewalks on said lot where designated by the Architectural Control Committee. The owners of the improved property shall likewise maintain the exterior of all structures on their lot and their yards, hedges, plants, and shrubs in a neat and trim condition at all times. Nothing shall be done on any lot which shall be or become an annoyance or nuisance to the neighborhood.

XVI

Underground utility service, including electric service of the type known as 120/240 volt, single phase, 3 wire, 60 cycle alternating current and telephone service has been made available to all lots or such other underground utility service as Dedicator shall approve. The grantees of such lots agree for themselves, their heirs, successors and assigns, not to request any electric service of any character, other than that provided by such underground facilities. Since it is the purpose and intent of these covenants and restrictions that utility service in said Addition shall be maintained underground, no poles, towers, television satillite dishes, nor overhead lines, shall be installed for any purpose on any building sites without written permission of the Architectural Control Committee.

XVII

No boats, trailers , mobile homes or trucks with tonnage in excess of 3/4/ tons shall be permitted to park on the streets, driveways, or lots overnight, unless they can be located in a garage or rear entry drive in such a way as not to be visible from the street, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.

XVIII

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storgage or disposal of such material shall be kept in a clean and sanitary condition.

No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot, or parcel of land, upon which the improvements are to be erected, and shall not be placed in the street between the pavement and property lines.

No stumps, tress, underbrush or any refuse of any kind, nor scrap material from the improvements being erected on any lot, shall be placed on any adjoining lots streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material shall be immediately removed. Any material left on the lot or adjoining lots that is not disposed of promptly may be disposed of by the Developer and payment for such service to be borne by the builder or homeowner.

XIX

Should any questions arise on these restrictions, the interpretation of the Archtectural Control Committee shall be final.

Should any dispute arise between two or more property owners, the Architectural Control Committee shall serve as the arbitration committee, and their decision shall be binding on all parties to the dispute.

EXECUTED this 18 day of May, 1985.

LOWES

James Arthur Lowe

James Arthur Lowe

Ella Louise Lowe

Ella Louise Lowe

STATE OF TEXAS)

COUNTY OF TARRANT)

BEFORE ME, the undersigned authority on this day personally appeared James Arthur Lowe and Ella Louise Lowe, known to me to be the persons, whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL this 18 day of May, 1985.

Sandra Cio

Notary Public , Tarrant County, Texas

NOTARY PUBLIC STATE OF TEXAS

2-16-88

Commission Expiration Date

Unofficial Document

VOL 8192 PAGE 2036

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

MAY 24 1985

COUNTY CLERK
TARRANT COUNTY, TEXAS

UNOFFICIAL DOCUMENT

Guardian Title

Box 973

76101

'85 MAY 24 A9:07

STATE OF TEXAS §
§ AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 23, BLOCK 15, WOODLAND HILLS, SIXTH FILING, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 23, Block 15, in Woodland Hills, Sixth Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase II, Sixth Filing, Woodland Hills, recorded in Volume 8186, Page 569, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2015. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 11th date of January, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: [signature]

Its: Secretary

OWNERS:

By: [signature]

By: [signature]

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 11th day of January, 1987, by [signature] and [signature] Owners.

[signature]
NOTARY PUBLIC, STATE OF TEXAS

NY COMMISSION EXPIRES:
10-29-90

NOTARY'S PRINTED NAME: Karie L. Clark

Unofficial Document

COUNTY OF TARRANT
STATE OF TEXAS

MAR 30 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

FILED
TARRANT COUNTY
'87 MAR 30 A9:56

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 25, BLOCK 15,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Paul Allan Gerrard-Smith & wife Katharine L. Gerrard-Smith, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 25, Block 15

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Paul Allan Gerrard-Smith & wife Katharine L. Gerrard-Smi

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any Other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership:

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained, in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

_____

Secretary

By: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 3rd day of October, 1986, by _____, a Notary Public.

Witness my hand and official seal.

_____
Notary Public in and for
the State of Texas

My Commission Expires: 11-11-89

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
'87 FEB 9 P2:29
SUZANNE HENDERSON COUNTY CLERK

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

UNOFFICIAL DOCUMENT

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 28, BLOCK 15,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Mekon, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 28, Block 15

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges; Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Mekon, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with repsect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

VL 8659 PG 930

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by; the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

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Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: [illegible]

[illegible]
Secretary

By: [illegible]

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 1986, by [illegible], a [illegible].

Witness my hand and official seal.

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

My Commission Expires: [illegible]

Unofficial Document

'86 AUG 21 P1:07

STATE OF TEXAS

AUG 21 1986

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

UNOFFICIAL COPY

TICOR

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 29, BLOCK 15,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Mekon, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 29, Block 15

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes;

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Greek Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Mekon, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast, sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure, under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: McKenzie

Mary L. Sanders
Secretary

By: [signature]

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 11th day of June, 1986, by [illegible], a [illegible].

Witness my hand and official seal.

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

My Commission Expires: 11-21-89

Unofficial Document

'86 AUG 21 P1:07

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

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STATE OF TEXAS §
§
COUNTY OF TARRANT §

AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 1, BLOCK 18, WOODLAND HILLS, SIXTH FILING, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

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I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 1, Block 18, in Woodland Hills, SIXTH Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase II, Sixth Filing, Woodland Hills, recorded in Volume 8008, Page 769, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 21st date of September, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: Carol L Johnson

Its: President

OWNERS:

By: [illegible]

By: [illegible]

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this [illegible] day of September, 1987, by [illegible] and [illegible], Owners.

Carol L Johnson

NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: Carol Johnson

MY COMMISSION EXPIRES:

5-9-88

FILED
TARRANT COUNTY TEXAS
'87 SEP 24 P2:28
SUZANNE HENDERSON
COUNTY CLERK
BY

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

AND 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.

PLEASE RETURN TO:
HARRY COLE COMPANIES
FOREST EDGE, SUITE 104
BEDFORD, TEXAS 76022

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Honor Records of Tarrant County, Texas as stamped hereon by me.

SEP 24 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

Unofficial Document

VOL. 9076 PG. 1819

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 4, BLOCK 18,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Hudson-Gregg Custom Homes a Partnership being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 4, Block 18

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Hudson-Gregg Custom Homes

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

VOL. 5752 PG. 877

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership:

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Harlson-Gregg Custom Homes

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 19th day of September, 1986, by _____, a Notary Public.

Witness my hand and official seal.

Notary Public in and for the State of Texas

My Commission Expires: 1-31-89

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

NOV 14 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
'86 NOV 14 AM 11:59
PROPERTY RECORDS
COUNTY CLERK

Retrieved

LARRY COLE COMPANIES
807 MURRAY RIDGE, SUITE 104
BEDFORD, TEXAS 76022

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

Unofficial Document

1525
WD

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 5, BLOCK 18,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Don Wood, and wife, Debbie Wood, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 5, Block 18

as reflected by Plat recorded in Volume 388-181, Pages 65 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Don Wood and wife, Debbie Wood

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

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Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

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Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Carol Johnson
Secretary

By: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 13th day of October, 1986, by Carol Johnson, a Notary Public.

Witness my hand and official seal.

Carol Johnson
Notary Public in and for
the State of Texas

My Commission Expires: _____

UNOFFICIAL DOCUMENT

LARRY COLE CO.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

FILED
TARRANT COUNTY, TEXAS
'87 FEB 9 P2:28

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Tarrant County, Texas as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

VOL. 8838 PG. 660

STATE OF TEXAS §
§
COUNTY OF TARRANT §

AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 8, BLOCK 18, WOODLAND HILLS, SIXTH FILING, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 8, Block 18, in Woodland Hills, Sixth Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase II, Sixth Filing, Woodland Hills, recorded in Volume 8008, Page 769, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2014. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 21st date of February, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: Carol Johnson

Its: Secretary

OWNERS:

By: [illegible]

By: [illegible]

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 21st day of February, 1987, by [illegible] and [illegible], Owners.

Carol L Johnson

NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: Carol L Johnson

MY COMMISSION EXPIRES: 5-9-88

Unofficial Document

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

1

MAR 30 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

RETURN TO:
LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, USE OR OCCUPANCY OF THE PROPERTY DESCRIBED BECAUSE OF RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

FILED
TARRANT COUNTY, TEXAS
'87 MAR 30 AM 9:54
SUZANNE HENDEE
COUNTY CLERK
BY

VOL. 8888 PG. 16

15DR
WD

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 9, BLOCK 16,
WOODLAND HILLS, SIXTH FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Vernon Wilkins and wife Joy Wilkins, being the owner of the following lot in WOODLAND HILLS, SIXTH FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 9, Block 16

as reflected by Plat recorded in Volume 388-161 Pages 65 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Vernon and Joy Wilkins

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southtech, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southtech, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any Lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON FACILITIES

Section 1. Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the vendorant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1986, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Notice and Quorum for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Sections 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagee. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this day of , 1986, by , a

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires:

UNOFFICIAL DOCUMENT

LARRY COLE CO.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

FILED
TARRANT COUNTY, TEXAS
'87 FEB -9 P2:28
COUNTY CLERK
RECORDING DIVISION

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 106, BLOCK 6,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Lloyd M. Pirlot and Lee A. Pirlot, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 106, Block 6

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Lloyd M. Pirlot and wife Lee A. Pirlot

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The Administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property releated thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of _____, 1986, by _____, a _____.

Witness my hand and official seal.

Notary Public in and for the State of Texas

My Commission Expires: _____

Unofficial Document

FILED
TARRANT COUNTY, TEXAS
'87 FEB -9 [illegible]:29
BOZANNA HARDIGRAVE, COUNTY CLERK

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

[illegible] ANY DOCUMENT WHICH RESTRICT
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[illegible] UNDER
FEDERAL [illegible]

[illegible] RENTAL
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OR RACE IS [illegible] FEDERAL
[illegible]

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

VOL. 8838 PG. 764

1500
WD

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 10, BLOCK 18,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Rick L. Sizemore, being the owner of the following lot in **WOODLAND HILLS**, Sixth **FILING**, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 10, **Block** 18,

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Rick L. Sizemore, _____

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligations. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

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PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

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B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 3. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

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Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of each month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: _____

_____ By: _____

Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of _____, 1986, by _____, a _____ _____.

Witness my hand and official seal.

_____
Notary Public in and for
the State of Texas

My Commission Expires: _____

VOL. 8838 PG. 651

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this [illegible] in the Volume and Page of the named Records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
'87 FEB -9 P2:28

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE [illegible] OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Unofficial Document

Fitzhugh Ale Co.
807 Stuart Ridge
Suite 104
Bedford, Tx. 76022

VOL. 8838 PG. 652

1502
WD

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 11, BLOCK 18,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that John C. Rea, and wife Linda W. _____, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 11, Block 18

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Greed Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to John C. Rea and wife Linda W.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Methods of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 26th day of November, 1986, by _____, President.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 1-27-90

Unofficial Document

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF COLOR OR RACE IS INVALID UNDER FEDERAL LAW AND UNENFORCEABLE.

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.

FILED
TARRANT COUNTY, TEXAS
'87 FEB 9 P2:28

Terry Pete Cos
807 Trust Ridge
Suite 104
Bethel, Jr 16002

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

VOL. 8838 PG. 620

11/17/86

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 12, BLOCK 18,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Wayne Miller Custom Homes, Inc. a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 12, Block 18

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Wayne Miller Custom Homes, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial Annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 17th day of [illegible], 1986, by [illegible], a [illegible]

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires:

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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.

FILED
TARRANT COUNTY TEXAS
'86 NOV 14 AM 11:58

LARRY COLE COMPANIES
802 FOREST RIDGE, SUITE 104
BOX 1010, TEXAS 76002

RETURN TO

OF TARRANT
TEXAS

[illegible] that this instrument was FILED on the date [illegible] by me and was duly [illegible] Records of Tarrant County, Texas, as stamped hereon by me.

COUNTY CLERK
TARRANT COUNTY, TEXAS

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Unofficial Document

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 13, BLOCK 18,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Gerald R. Post, and wife, Polly K. Post, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 13, Block 18

as reflected by Plat recorded in Volume 388-161, Pages 65 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Gerald R. Post, Polly K. Post

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

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ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

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A. The right of the Association to limit the number of guests of Members.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

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B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this ___ day of _____, 1986, by _____, a _____

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: _____

Unofficial Document

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

FILED
TARRANT COUNTY, TEXAS
'87 FEB 9 P2:28
SUZANNE HENDERSON, COUNTY CLERK

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF [illegible] ARE INVALID UNDER FEDERAL LAW AND [illegible]

ANY PROVISION [illegible] OR USE OF [illegible] OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

15/WD

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 14, BLOCK 18,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Leisure Homes, Inc. Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 14, Block 18

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes;

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Area.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Leisure Homes, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum from such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: [signature]

[signature]
Secretary

By: [signature]

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 18th day of September, 1986, by [signature], a [illegible]

Witness my hand and official seal.

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

My Commission Expires: [illegible]

Unofficial Document

Unofficial Document

[illegible] ANY COVENANT WHICH RESTRICT THE [illegible] OR USE OF THE [illegible] PROPERTY DESCRIBED THEREIN [illegible] OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

FILED
TARRANT COUNTY, TEXAS
'86 NOV 14 AM 1:59
MADRIN [illegible]

LARRY COLE COMPANIES
[illegible] 104
[illegible] TEXAS 76022

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

NOV 14 1986

Madrin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

VOL. 8752 PG. 891

15a

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 15, BLOCK 18,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that August Homes & Construction, a Sole Proprietorship, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 15, Block 18

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to August Homes & Construction

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with repsect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other Owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership:

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property releated thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this day of , 1986, by , a .

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires:

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COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE

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.

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 17, BLOCK 18,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Grande Enterprises, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 17, Block 18

as reflected by Plat recorded in Volume 388-181, Pages 65 and -, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Grande Enterprises, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Areas, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 22nd day of January, 1987, by Charles L. Howell, a notary public.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 5/26/90

FILED
TARRANT COUNTY, TEXAS

'87 JAN 26 P2:34

SUZANNE HENDERSON
COUNTY CLERK

BY _____

UNOFFICIAL COPY

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Tarrant County, Texas, as stamped hereon by me.

JAN 26 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN THIS DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE LAND DESCRIBED HEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

VOL. 8823 PG. 137

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 1, BLOCK 19,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Southcreek, Inc. a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 1, Block 19

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Southcreek, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period; the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessments and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum For Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this day of , 1986, by , a .

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires:

'86 AUG 21 P1:07

UNOFFICIAL COPY

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE DATE AND AT THE TIME STAMPED HEREON BY ME AND WAS DULY RECORDED IN THE VOLUME AND PAGE OF THE NAMED RECORDS OF TARRANT COUNTY, TEXAS, AS STAMPED HEREON BY ME.

AUG 21 1986

COUNTY CLERK
TARRANT COUNTY, TEXAS

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AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 2, BLOCK 19,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Southcreek, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 2, Block 19

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes;

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Southcreek, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

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determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: Southwark Inc.

Secretary By: [signature]

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 1986, by [illegible], a [illegible].

Witness my hand and official seal.

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

My Commission Expires: [illegible]

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Unofficial Document

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

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15th

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 3, BLOCK 19,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Southcreek, Inc. a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 3, Block 19

as reflected by Plat recorded in Volume 388-181, Pages 69 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes;

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Southcreek, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreational use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

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C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

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expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any lot, as determined pursuant to Section 3, shall be applicable to special assessments.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this day of , 1986, by , a

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires:

W 86598 910

'86 NOV 21 P1:07

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

UNOFFICIAL DOCUMENT

COUNTY OF TARRANT
STATE OF TEXAS
I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly recorded in the Official Records of Tarrant County, Texas as stamped hereon by me.

NOV 21 1986

COUNTY CLERK
TARRANT COUNTY, TEXAS

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 107, BLOCK 6,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Floyd E. Johnson, and wife Carol L. Johnson, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 107, Block 6

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Floyd E. Johnson & wife Carol L.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: Floyd E Johnson

[signature] By: [signature]

Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 1st day of August, 1986, by [illegible] Notary

Witness my hand and official seal.

[signature]

Notary Public in and for the State of Texas

My Commission Expires: _____

Unofficial Document

COUNTY OF TARRANT
STATE OF TEXAS

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
'87 FEB 9 P2:29

Larry Cole Cos
807 Forest Ridge
Suite 104
Bedford, Texas
76022

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT
THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED
THEREIN BECAUSE OF COLOR OR RACE ARE INVALID AND UNENFORCEABLE
FEDERAL LAW.

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.

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 4, BLOCK 19,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Wayne Miller Custom Homes, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 4, Block 19

as reflected by Plat recorded in Volume 388-181 Pages 46 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Area.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Wayne Miller Custom Homes, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entisies who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect Of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 17th day of September, 1986, by , a

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires:

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly recorded in the Official Records of Tarrant County, Texas on the date and at the time stamped hereon by me.

COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
'86 NOV 14 AM 11:59

LARRY COLE COMPANIES
307 FOREST RIDGE, SUITE 103
BEDFORD, TEXAS 76022

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

15.00

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 6, BLOCK 19,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Southcreek, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 6, Block 19

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Southcreek, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

VOL 6659 PG 977

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to: any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessments.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

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payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: Southern K Inc

Mary L. Sanders
Secretary

By: Larry N. [illegible] President

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 1966, by [illegible], a [illegible].

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: [illegible]

Unofficial Document

Unofficial Document

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1989

Madrene Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 7, BLOCK 19,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Wayne Miller Custom Homes, Inc. a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 7, Block 19

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Wayne Miller Custom Homes, Inc.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The Keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property releated thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 19th day of Sept, 1986, by , a

Witness my hand and official seal.

Notary Public in and for the State of Texas

My Commission Expires: 12-9-89

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the [illegible] of the named Records of Tarrant County, Texas, as stamped hereon by me.

NOV 14 1986

Madeline Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
86 NOV 14 A11:59
MADRIN [illegible]
COUNTY [illegible]

LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

Return to

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

Unofficial Document

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 8, BLOCK 14,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Don Silverman and wife Joy Silverman, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 8, Block 14

as reflected by Plat recorded in Volume 388-16, Pages 63 and _, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following words when used in this declaration or any supplemental declaration, unless the context shall prohibit shall have the following meanings:

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Don and Joy Silverman

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreational use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Lots. The keeping of mobile homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members shall be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and by-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchaser thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

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Section 3. Basis of Annual Assessments. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1986, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1986, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notice for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum from such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien, however, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

by:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 15th day of January, 1987, by _____, a _____

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: _____

UNOFFICIAL DOCUMENT

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

FILED
TARRANT COUNTY, TEXAS
'87 FEB -9 P2:29

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the volume and page of the Official Records of Tarrant County, Texas as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 108, BLOCK 6,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Lawrance W. Schumann & wife Nicki L. being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 108, Block 6,

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Area.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Lawrance W. Schumann & wife Nicki L.

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

_____
Secretary

By: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of _____, 1986, by _____, a _____.

Witness my hand and official seal.

_____
Notary Public in and for
the State of Texas

My Commission Expires: _____

FILED
TARRANT COUNTY, TEXAS
'87 FEB 9 P2:29

LARRY COLE CO.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly recorded in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED HEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND UNENFORCEABLE.

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.

1522 WD

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 109, BLOCK 6,
WOODLAND HILLS Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Michael D. Hasselbeck and wife Robin Hasselbeck, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 109, Block 6

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Michael D. Hasselbeck & wife Robin Hasselbeck

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1986, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 25th day of November, 1986, by _____, a Texas Notary.

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 5-9-88

UNOFFICIAL DOCUMENT

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

FILED
TARRANT COUNTY, TEX.
'87 FEB 9 P2:28

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly recorded in the Volume and Page of the Official Records of Tarrant County, Texas as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

1502
WD

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 110, BLOCK 6,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Cory By, a single person, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 110, Block 6

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Cory By, _____

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

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Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architectually by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

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ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

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C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

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ARTICLE VII

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C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of _____, 1986, by _____, a _____

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: _____

Unofficial Document

LARRY COLE COS.
807 FOREST RIDGE
SUITE 104
BEDFORD, TEXAS
76022

FILED
TARRANT COUNTY, TEXAS
'87 FEB -9 P 2:28
SUSAN HENDERSON, COUNTY CLERK

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED [illegible] ARE INVALID UNDER FEDERAL [illegible]

ANY PROVISION [illegible] SALE, RENTAL, OR USE [illegible] OF COLOR OR RACE IS INVALID AND [illegible] UNDER FEDERAL LAW.

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas as stamped hereon by me.

FEB 9 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

VOL. 8838 PG. 684

1500
WD

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 113, BLOCK 6,
WOODLAND HILLS, Sixth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Larry R. Laney, and wife Cynthia A. Laney, being the owner of the following lot in WOODLAND HILLS, Sixth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 113, Block 6

as reflected by Plat recorded in Volume 388-181, Pages 65 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Larry R. Laney & wife Cynthia A. Laney

_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1986, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual Assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this _____ day of _____, 1986 by _____, a _____

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires: 5-7-85

FILED
TARRANT CO. [illegible]

'87 FEB -9 P2:28

SUZANNE HENDERSON, COUNTY CLERK

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE [illegible] PROPERTY DESCRIBED THEREIN BECAUSE OF [illegible] INVALID UNDER FEDERAL LAW AND [illegible]

ANY PROVISION HE[illegible] THE SALE, RENTAL, OR USE OF THE [illegible] BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Return to:
Larry Cole Cos
802 Forest Ridge Dr.
#104
Bedford, TX 76022

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

FEB 6 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

Unofficial Document

AMENDMENT TO
RESTRICTIVE COVENANTS FOR
LOTS 58, 61, 63-67; BLOCK 6; FIRST FILING
AND
LOTS 1-12; BLOCK 15; SEVENTH FILING REVISED,
WOODLAND HILLS, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that MEKON, INC., a Texas Corporation, being the owner of the following lots in WOODLAND HILLS, FIRST FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lots 58, 61, 63-67; Block 6

as reflected by Plat recorded in Volume 388-186, Pages 52 and 53, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND that MEKON, INC., a Texas Corporation, being the owner of the following lots in WOODLAND HILLS, SEVENTH FILING-REVISED, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lots 1-12; Block 15

as reflected by Plat recorded in Volume 388-186, Page 54, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to MEKON, INC., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

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Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of

enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from

time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees, expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the

presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure

under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Secretary

By:

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this day of , 1986, by , a

Witness my hand and official seal.

Notary Public in and for
the State of Texas

My Commission Expires:

'86 21 P1:00

Unofficial Document

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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 TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

AUG 21 1986

Madrine Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

VL 8659 PG 839

Bedford

Tr. 5

DECLARATION OF COVENANTS AND RESTRICTIONS
OF
MARTIN PARKWAY HOMEOWNERS ASSOCIATION

29.00 W D
10/18/85

THIS DECLARATION, made this 14th day of October, 1985, by Mekon, Inc., a Texas Corporation, hereinafter called Declarant, and SouthCreek, Inc. a Texas Corporation.

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property in the County of Tarrant, State of Texas, more particularly described as:

Lot 1-12, Block 15, 1st Filing as reflected by plat recorded in Volume 388-186, Page 52-53, and Lots 56-68, Block 6, 7th filing as reflected by plat recorded in Volume 388-186, Page 54, Deed Records, Tarrant County, Texas.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benfit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Martin Parkway Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as the Access Drive and Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Mekon, Inc., a Texas corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Access Drive" shall mean and refer to the private access drive and any driveways that have access to more than one Lot.

J. "Green Area" shall mean and refer to all front yards of each Lot and the parkway area between the public and private streets.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1985, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills, or any other property which is contiguous at any point with the Properties. A public road intersecting between two properties shall not be deemed to deprive them of contiguity.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be the Declarant or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership or on December 31, 1987, whichever occurs first.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

ARTICLE IV

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Vehicle Access. Subject to the provisions of Section 2 of this Article, every Member shall have a right of easement to the Access Drive Area, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Access Drive and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 3. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of

the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed therefor, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $75.00 per month. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members. Lots owned by the Class B Members shall not be levied upon or liable for any annual or special assessment.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not be limited to, any special assessments on the Access Drive or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Access Drive or Green Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Access Drive and Green Areas, wages, charges for water used by

the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees, expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration.

The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Access Drive and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Association's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1987, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1987, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Access Drive or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class

of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before May 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessment for the first time shall be prorated on a calendar year basis according to the date of the first assessment or the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum from such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Access Drive or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Access Drive and Green Areas, specifying and itemizing the maintenance and repair expenses of the Access Drive and Green Areas any any other expenses incurred. Such records and the vouchers authorizing the payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Access Drive or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Access Drive and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefor from the Association.

ARTICLE VII

RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS

Section 1. Use Restrictions. The following restrictions shall be applicable to the use of any property subject to this Declaration:

A. No Lot on the Properties shall be used for any purpose other than residential purposes unless otherwise shown on the official recorded plat.

B. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the Properties, except that not more than two (2) dogs, cats, or other household pets in the aggregate may be kept on any Lot within the rear private fenced yard, but only if they are not raised, bred, kept or maintained for any commercial purpose. No horses shall be kept on the Property. Dogs owned by Owners or their guests shall not be permitted to run at large but shall be kept under the control of such Owner or guest of such Owner by leash, cord or chain. The Owner of any dog shall immediately remove excrement deposited by said dog upon the Green Area.

C. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Properties.

D. No noxious or offensive activity shall be carried on or upon the Properties or any part thereof, nor shall anything be done or maintained thereon which may be or detract from its value as an attractive residential community. Habitually barking, howling or yelping dogs shall be deemed a nuisance. Garage doors shall be kept closed when not in use. Patios and balconies shall not be used for storage other than of patio furniture.

E. No Owner or occupant shall remove or significantly alter any tree in any street, right-of-way, park, or recreational area or other part of the Green Area unless permission in writing is first granted by the Association.

F. No Lot shall be used or maintained as a dumping ground for rubbish, grass clippings, garbage or trash. Garbage and other waste shall be kept in sanitary containers. All containers for the storage or disposal of such materials shall be kept inside the living unit or connected garage, except on the scheduled trash pick-up days.

ARTICLE VIII

RESTRICTIONS ON USE OF PROPERTY BY DECLARANT

So long as Declarant owns any interest in the Properties, Declarant excepts, excludes and reserves the following from each and every deed and instrument of conveyance executed and delivered by it to the Owner of a Building Site or Living Unit:

A. The right to maintain sales and administration offices, construction office or trailer and model homes with parking facilities on the Properties and to conduct sales activities therein so long as the Declarant is the Owner of any of the Properties.

B. The right to construct and complete the construction of living units, buildings, drives, lanes, roads and all other improvements on the Properties, and to repair and maintain the Access Drive and Green Areas. In connection therewith, Declarant reserves the right to use and excavate the surface and subsurface of the ground for the erection, construction and installation of said improvements and foundations, fottings, floorings and basements. Declarant also reserves the right to extend the drives, lanes and roads located or to be located on the Properties, the right to lease and rent such living units, and the right to sell, grant and convey title to purchasers of such subsequently constructed living units. Said purchasers shall become regular Members of the Association. Furthermore, Declarant also reserves the right to use and occupy so much of the Properties as may be necessary for the construction, reconstruction, maintenance and operation of any of said living units, Lots and Access Drive and Green Areas and other improvements including, but not limited to, the right to locate, install, maintain and repair all utilities and utility lines necessary for construction, reconstruction, maintenance and operation. Declarant, in addition, reserves the right to convey to any County, water district, sanitary sewer district or other municipal or quasi-municipal corporation all sewer lines and mains, and water mains and pipelines constructed or to be constructed on the Property, together with suitable rights of way over said lands for the required maintenance, repair, replacement and operation thereof.

C. The right to grant and convey to others, whether or not they are Owners of Lots in the Properties, equal rights to a non-exclusive easement for ingress and egress along, over and across all the roads, and all extensions thereof now or hereafter constructed.

ARTICLE IX

RESTRICTIONS ON TYPE OF STRUCTURE PERMITTED

Section 1. Restrictions on Structures. In addition to the requirements imposed by any County or municipal corporation having jurisdiction over the Properties, the following restrictions apply to structure, improvements and personal property on the Properties.

A. No dwelling shall be erected on any part of the herein described real property containing less than 2100 square feet of principal living area, said living area to be fully enclosed.

Porches, terraces, unfinished basement areas, guests houses, servant quarters and garages shall not be construed as living area. No single family dwelling shall be more than two stories in height, including the main floor level. No more than one living unit shall be built on each Lot. No outhouse of any kind, tent, shed or trailer, or any other temporary dwelling, shall be erected or maintained on any Building Site or be used for living purposes, nor shall any garage be used for dwelling purposes. Garden sheds or tool sheds may be erected, however, with the approval of the Architectural Committee.

B. No trailer, motor home, camper, including vehicle mounted camper whether cassis or slide in, or pickup coach, tent, boat or truck (except pickup) shall be parked, placed, erected, maintained or constructed on any Lot for any purpose. However, trailers, campers, motor homes, pickup coaches, tents or boats which can be and are stored completely within attached garages and are not used for living purposes will not be in violation of these restrictions.

ARTICLE X

RESTRICTIONS REGARDING CONSTRUCTION AND MAINTENANCE

Section 1. Architectural Committee. The Architectural Control Committee is composed of Larry R. Cole, Paul Gerrard Smith and Cary S. Hy. The majority of any Architectural Control Committee may designate one or more representatives to act for it. In the event of death or resignation of any Member of the Committee, the remaining Members shall have full authority to designate a successor. Neither the Members of the Committee, nor its designated representative shall be entitled to any compensation for the services performed to this covenant. When the Class B Membership terminates, the Board of Directors of the Association shall thereafter act as the Architectural Control Committee.

Section 2. Restrictions on Construction, Maintenance and Improvements. The following restrictions are applicable to construction, maintenance, and improvements on the Properties:

A. No building, fence or other structure shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of the workmanship and materials, harmony of external design and color with existing structures, and as to location with respect to topography and finished grade elevation in relationship to other living units. The Committee shall have the right to refuse to approve any such plans, specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons. These plans and specifications are to be approved in writing by the Committee, and a finally approved plan shall be lodged permanently with said Committee. All subsequent changes, or additions affecting the external appearance of said structure including but not limited to fences, roofing material, walls, basketball backboards, patio additions, awnings, antennae, air conditioners and coolers shall be subject to prior approval of the Architectural Control Committee.

B. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty(30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C. No sign or radio or TV antenna of any kind shall be displayed to the public view on any part of the above described property, except one professional sign per dwelling of not more than five square feet advertising a dwelling for sale or rent, and signs used by a builder to advertise dwellings or dwelling

during the construction and sale period. The Declarant is permitted to use larger signs during the promotional period and erect permanent signs near the entrances to the subdivisions.

D. No permanent outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure, supporting said outdoor overhead wires shall be erected, placed, or maintained within the Properties. All purchasers of Lots within the Properties, their heirs, successors, and assigns, shall use underground service wires to connect their premises and the structure built thereon to the underground electric or telephone utility facilities.

E. No fences or landscaping shall be done by a Lot Owner in Green Areas without the written approval of the Architectural Control Committee.

F. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

Section 3. Right of Entry of Association Representative. Any agent or officer of the Association may at any reasonable hour or hours during construction or remodeling, enter and inspect any of said property as to its maintenance or improvements to determine if there has been compliance with the provisions thereof. The Association, and any agent, or officer thereof, shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Association may issue a certificate of completion and compliance as to any property so inspected.

Section 4. Evidence of Compliance with Restrictions. Records of the Association with respect to compliance with the provisions of this Declarant shall be conclusive evidence as to all matters shown by such records. Issuance of a certificate of completion and compliance by the Secretary or an Assistant Secretary of the Association showing that the plans and specifications for the improvements or other matters herein provided for have been approved and that such improvements have been made in accordance therewith, or a certificate as to any matters relating to this Declaration by the Secretary or an Assistant Secretary of the Association shall be conclusive evidence that shall justify and protect any title company insuring title to any property subject to this Declaration and shall fully protect any purchaser or encumbrancer in connection therewith. After the expiration of one year following the issuance of a building permit by County or other governmental authority, any structure, work, improvement or alteration shall be deemed to be in compliance with the provisions thereof unless a notice of non-compliance executed by the Association shall have been recorded in the office of the County Clerk in which the Property is located, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 5. Minor Violations of Setback Restrictions. If upon the erection of the first single family dwelling upon any of the Lots which are subject to these restrictions, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement may be waived by the written consent and waiver of the Owners of the Lots immediately adjoining on either side of the Lots upon which the violation or infringement occurs, and such waiver shall be binding upon all other Owners which are subject to these restrictions. Nothing herein contained shall prevent the prosecution of a suit for any other violation of the restrictions contained in this Declaration. A "minor violation" for the purpose of this section is a violation of not more than two feet beyond the required setback

lines. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to such structure.

ARTICLE XI

RESERVATION OF EASEMENTS

Section 1. Encroachments and Easements. There is hereby created a blanket easement upon, across, over and under the Properties for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to, water, sewers, gas, telephones and electricity, and a master television antennae system, if any. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary equipment on the Properties and to affix and maintain electrical and/or telephone wires, circuits and conduits on, across and under the roofs and exterior walls of the dwelling on said Lots. Notwithstanding anything to the contrary contained herein, no sewers, electrical wires, water lines or other utilities may be installed or relocated on the Properties, except as initially programmed and approved by Declarant or thereafter approved by said Declarant or the Board of Directors of the Association. This easement shall in no way affect any other recorded easement on said Properties. For title or other purposes, such encroachments and easements shall not be considered or determined to be encumbrances either on the Access Drive Area or the Lots.

ARTICLE XII

INSURANCE AND INDEMNIFICATION

Section 1. Insurance Requirements Generally. The Association shall obtain and maintain in full force and effect at all times certain casualty, liability and other insurance as hereinafter provided. All such insurance shall be obtained, to the extent possible from responsible companies duly authorized and licensed to do insurance business in the State of Texas with a rating in Best's Insurance Reports (or any comparable publication) of at least BBB+ (or any comparable rating).

To the extent possible, the casualty, property and liability insurance shall:

A. Provide for a waiver of subrogation by the insurer as to claims against the Association, its Directors, Officers, employees, agents, and Members.

B. Provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least thirty (30) days prior written notice to the Association.

Any insurance policy may contain such deductible provisions as the Association deems consistent with good business practice. The cost and expense of all insurance obtained by the Association, shall be paid for out of Association funds collected by assessments and otherwise as elsewhere provided in this Declaration.

Section 2. Casualty Insurance. The Association shall obtain and maintain at all times insurance coverage providing all risk coverage or the nearest equivalent available for the full replacement cost of the Access Drive and Green Area improvements and personal property of the Association in the amount of the full replacement value without deduction for depreciation. The insurance shall provide that it cannot be cancelled by either the insured or the insurance company until after at least thirty (30) days prior written notice is given to the Association.

The insurance described in this paragraph shall be inflation coverage insurance, if such insurance is available, which insurance at all times represents one hundred percent (100%) of

the replacement value of all facilities in the Access Drive and Green Areas, except land, foundation, excavation and other items normally excluded from coverage and except for any deductible provisions, as permitted under Section 1 hereof. The Association shall, at least every three (3) years, obtain an appraisal for insurance purposes which shall be maintained as a permanent record, showing that the insurance in any year represents one hundred percent (100%) of the replacement value of the facilities in the Access Drive and Green Areas.

Section 3. Public Liability and Property Damage Insurance. The Association shall obtain and maintain comprehensive general liability insurance including non-owned and hired automobile liability coverage, owned automobile liability coverage if there are any owned automobiles, personal injury liability coverage, products coverage covering liabilities of the Association, its officers, directors, employees, agents, and Members arising in connection with ownership, operation, maintenance, occupancy, or use of the Access Drive and Green Areas and any other area the Association is required to restore, repair or maintain pursuant to this declaration with bodily injury liability limits not less than $500,000 for each occurrence and property damage liability limits of not less than $500,000 for each occurrence, or $500,000 in the aggregate.

Section 4. Workmen's Compensation and Employer's Liability Insurance. The Association shall obtain and maintain workmen's compensation and employer's liability insurance as may be necessary to comply with applicable laws.

Section 5. Fidelity Insurance. The Association shall also maintain adequate fidelity coverage, if available, to protect against dishonest acts on the part of directors, officers, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such fidelity bonds shall (i) name the Association as an obligee, (ii) be written in an amount equal to at least one hundred percent (100%) of the estimated annual operating expenses of the Association, including reserves, (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, and (iv) provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premiums) without at least fifteen (15) days written notice to the first mortgagees and the Association.

Section 6. Other Insurance. The Association may obtain such additional insurance coverage against such additional risks as it shall determine to be appropriate.

Section 7. Indemnification. Each Officer and Director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an Officer or Director of the Association, or any settlements thereof, whether or not he is an Officer or Director of the Association at the time such expenses are incurred, except in such cases wherein such Officer or Director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Revocation and Amendment. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless approved in writing by Owners holding seventy-five

percent (75%) or more of the total vote hereunder and by seventy-five percent (75%) or more of the holders of any recorded mortgage or deed of trust affecting any or all of the Lots, who have given the Association notice of their interest in any Lot. Such amendment or revocation shall be effective when duly recorded; provided, however, that any amendment or revocation must comply with the Statutes of Texas and the resolutions and Ordinances of Tarrant County, Texas, or of any successor governmental entity having jurisdiction over the Properties, in existence at the time such amendment becomes effective.

Section 2. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid to 807 Forest Ridge Drive, Suite 104, Bedford, Texas 76022, until such address is changed by a notice of address change mailed to each Owner by the Association.

Section 3. Enforcement. The Association or the Owner or Owners of any of the Properties may enforce the restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations, either to recover damages for such violation, including reasonable attorney's fees incurred in enforcing these covenants, or to restrain such violation or attempted violation, or to modify or remove structures fully or partially completed in violation hereof, or both. Every suit to enforce these covenants, or restrain a violation or attempted violation hereof, or to modify or remove a structure fully or partially completed or in violation hereof shall be commenced no later than one year from the date of the violation for which the action is sought to be brought or maintained. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall not be liable to reimburse any Owner for attorney's fees or costs incurred in any suit brought by an Owner to enforce or attempt to enforce these covenants.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court decree shall in no wise affect any other provisions which shall remain in full force and effect. Nothing herein shall be in conflict with Texas Homestead Law. Should a provision herein be in conflict, Texas Homestead Law shall apply. All other provisions shall remain in full force and effect.

Section 5. Effect of Ordinances. Police, fire and other public safety ordinances of any governmental corporation or unit having jurisdiction over any portion of the Properties shall govern where more restrictive than these covenants and restrictions.

IN WITNESS WHEREOF the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST:

Linda Cole
Secretary

MEKON, INC.

By: Larry R. Cole
LARRY R. COLE, President

SOUTHCREEK, INC.

BY: Larry R. Cole
LARRY R. COLE, PRESIDENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 10th day of October, 1985, by LARRY R. COLE as President and LINDA COLE as Secretary of MEKON, INC., a Texas corporation.

Witness my hand and official seal.

Jerry M. Thompson
Notary Public in and for
the State of Texas

My Commission Expires: 11-21-85

UNOFFICIAL RECORD COPY

Unofficial Document

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

OCT 17 1985

Madison Hughes
COUNTY CLERK
TARRANT COUNTY, TEXAS

Return to:

BY _____
COUNTY CLERK

'85 OCT 17 P2:28

FILED
TARRANT COUNTY

8344 PAGE 1419

FIRST CORRECTED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
MARTIN PARKWAY HOMEOWNERS ASSOCIATION

(Correcting Legal Description)

2000 516743 1 5.00 U O 03/09/88

THIS FIRST CORRECTED DECLARATION, made this 31 day of January, 1988, effective as of October 18, 1985, by Mekon, Inc., a Texas corporation, and Southcreek, Inc., a Texas corporation (both hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, the Original Declaration of Covenants and Restrictions of Martin Parkway Homeowners Association was filed on October 18, 1985 and recorded in Volume 8344, Page 1405 of the Deed Records of Tarrant County, Texas (the "Original Declaration"); and

WHEREAS, it has come to the attention of Declarant that the legal description contained on the first page of the Original Declaration is incorrect; and

WHEREAS, the Declarant desires to correct said legal description by the filing of this First Corrected Declaration of Covenants and Restrictions.

NOW, THEREFORE, Declarant hereby corrected said legal description and declares that the Property described hereinbelow shall be held, sold, and conveyed subject to the easements, covenants, restrictions, and charges contained within the Original Declaration, to-wit:

Lots 1-12, Block 15, 7th Filing as reflected by plat recorded in Volume 388-186, Page 52-53, and Lots 56-68, Block 6, 1st Filing as reflected by plat recorded in Volume 388-186, Page 54, Deed Records, Tarrant County, Texas.

Declarant hereby reaffirms the covenants and restrictions contained within the Original Declaration, and declares that such covenants and restrictions shall run with such Property and shall be binding on all parties having or acquiring any right, title, or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF the undersigned have hereunto set their hands as of the day and year first above written, effective as of October 18, 1985.

ATTEST: MEKON, INC.

Linda Cole
Linda Cole, Secretary

By: Larry R. Cole
Larry R. Cole, President

ATTEST: SOUTHCREEK, INC.

Mary L. Sanders
, Secretary

By: Larry R. Cole
Larry R. Cole, President

STATE OF TEXAS |
COUNTY OF TARRANT |

The foregoing instrument was acknowledged before me this 4th day of March, 1988, by Larry R. Cole as President and Linda Cole as Secretary of Mekon, Inc., a Texas corporation.

Witness my hand and official seal.

Karie L. Clark
NOTARY PUBLIC, STATE OF TEXAS

Karie L. Clark
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 10-27-90

STATE OF TEXAS |
COUNTY OF TARRANT |

The foregoing instrument was acknowledged before me this 4th day of March, 1988, by Larry R. Cole as President and Linda C. Cole as Secretary of Southcreek, Inc., a Texas corporation.

Witness my hand and official seal.

Karie L. Clark
NOTARY PUBLIC, STATE OF TEXAS

Karie L. Clark
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 10-27-90

AFTER RECORDING RETURN TO:

Mekon, Inc.
807 Forest Ridge, Suite 104
Bedford, Texas 76022

Unofficial Document

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE

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.

FILED
'88 MAR -8 P 3:56
SUZANNE HENDERSON
COUNTY CLERK
BY _____

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Tarrant County, Texas, as stamped hereon by me.

MAR 8 1988

COUNTY CLERK
TARRANT COUNTY, TEXAS

RETURN TO:
MERION, INC.
607 Forest Ridge Dr., Suite 104
Bedford, Texas 76022

STATE OF TEXAS

COUNTY OF TARRANT

AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS, that SOUTHCREEK, INC., a Texas Corporation, being the owner of all of the lots in Woodland Hills, Eighth Filing, an addition to the City of Colleyville, Tarrant County, Texas, TO WIT:

Lot 1	Block 8
Lots 1 thru 7	Block 11

as reflected by Plat recorded in Volume 388-187, Page 5, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all interest and purposes, and whereas the owner desires to impress said property with restrictive covenants as hereinafter set forth in order to insure uniformity and harmony in the charactrer of the buildings and to maintain a high quality residential neighborhood for the protection, use and benefit of each purchaser.

NOW, THEREFORE, Southcreek, Inc., does hereby adopt the plan and subdivision of said tract as described above, does hereby dedicate and does hereby further impress said property with the following restrictive covenants which shall run with the title to said land and shall be binding upon all parties and persons claiming said land or any part thereof until January 1, 2015, at which time, said covenants shall be automatically extended for successive periods of ten (10) years, unless by agreement of the majority of the owners of the lots comprising said subdivision, it is then agreed to change said covenants in whole or in part, and any and all conveyances of any and all of the lots comprising said subdivision shall be deemed to subject to the restrictive covenants herein set forth, which shall, for all legal purposes be conclusively deemed to be part of each deed or conveyance of any lot or portion hereof in said subdivision. Invalidation of any one of these covenants or restrictions by judgement or order of the court shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

The restrictions herein set forth are imposed upon each lot and plot of land for the benefit of each and every other lot and plot, shall constitute covenants running with the land, and shall inure to the benefit of such land and their heirs and assigns, and each and every purchaser of and person acquiring any interest in any part of such land, and their heirs and assigns, and all persons acquiring any of the land covered by these restrictions shall be taken to agree and covenant to conform to and observe all such restrictions as to the use of said land no restrictions or covenants herein set forth shall be binding on any corporation, person or persons except in respect to breaches committed during the time such corporation or person owns or has an interest in said land or part hereof; and the undersigned, its successors and assigns, and the owner or owners of any part of such land and of any interest herein, setting jointly or severally shall have the right to sue for and obtain an injunction to prevent the breach of, or to enforce the observance of, the restrictions and covenants above set forth in addition to the ordinary legal action for damages, and the failure of any one or all of such persons to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so any any time thereafter, nor shall the failure to enforce such restrictions as to any one or more lots or plots, or as to any one or more owners thereof, be deemed a waiver of the right, to enforce them as undersigned to enforce any such covenants, conditions or restrictions give rise to any cause of action against it by any other person.

Attorney's Fees

In the event it shall be necessary for any owner to place this agreement in the hands of an attorney for the enforcement of any of such owner's rights hereunder or for the recovery of any monies due to such owner hereunder, and it is necessary to bring suit for the enforcement of such rights or such recovery, the prevailing party in such suit shall recover from the losing party all costs of court and reasonable attorney fees, as determined by the court, in addition to any other relief or recovery awarded by the court.

II

All of the lots and blocks are hereby restricted to one single family dwelling unit per lot.

III

No erection of building or exterior additions or alterations, including signs to any building situated upon the properties, nor any construction of any kind whatsoever, nor erection of or changes or additions in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony or external design, appearance, and locations in relation to surrounding structures and topography by an Architectural Control Committee composed by the Board of Directors of Southcreek, Inc., or by three (3) or more representatives appointed by the Board. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in the event, if no suit to enjoin the addition, alteration or changes has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to compensation for services performed pursuant to the Article. Duplicate plans for the erection of any structure on any lot must be prepared by a registered architect or recognized professional designer and shall be submitted to the Architectural Control Committee for approval, one of which will be retained in the Developer's permanent files. All plans shall contain as a minimum, the following information:

a. A foundation plan showing a cross section of the beams, etc., with reinforced steel indicated.

b. A floor plan showing the total square feet of living area.

c. The exterior elevation showing the front, rear and the side elevations, complete with all ornamental and decorative details.

d. The specifications indicating type, grade and color, where applicable, of all exterior materials must be shown.

e. A plot plan showing the location of improvements, sidewalks, patios, driveways, fences, and retaining walls. Lot drainage provisions are to be indicated and cut and fill details, if any, appreciable changes in the lot contours is contemplated.

No builder shall obtain a building permit from the City of Colleyville to any lot until house plans, as described above, have been submitted to and approved by the Architectural Control Committee. The Architectural Control Committee shall have the authority to vary these restrictions when it feels it is in the best interest of Woodland Hills to do so.

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IV

Every residential building erected upon any lot or premises shall not protrude forward of the building line shown on the recorded plat. The front of said dwellings shall be located back of the recorded front property line. No residence, dwelling or outbuilding shall be erected nearer than ten (10) feet from the inside line of such building plat or premises or nearer than fifteen (15) feet from the side street of such building plat or premieses or nearer than the rear twenty-five (25) feet of any yard. The undersigned reserves the right to change, in writing, any building lines shown on the plat referred to herein or setback lines from the side lines shown on the said plat referred to in these restrictions, so long as the undersigned hold legal title to such lots and likewise, reserves the right to make such changes with the consent of the owners of the property involved after the undersigned has conveyed the title to such property.

V

No building shall be erected on any residential lot except one detached single family dwelling, and outbuildings used in connection therewith; the term "outbuilding" shall include only a garage, either attached or detached, and servants quarters detached from the building. Such garage or servants quarters may include a laundry room or laundry facilities to be used only for the convenience of the occupants of the dwelling and not as a public laundry, and except as herein set out, no other outbuildings may be located upon such residential building plot or premises, excepting, of course, childrens playhouses or buildings of like nature, used for the convenience and pleasure of the occupants of the dwelling. Every residence on a corner lot shall face on the street designated by the undersigned and shall present a good appearance on the other street on which it is located.

Garages: Every garage shall be attached to the residence or breezeway or covered porch attached to the residence, and none shall have an opening facing a street. All corner lots shall have rear entry garages only.

VI

Ground floor area, exclusive of porches and garages, of the main structure on any residential lot or premises shall not be less than 2600 square feet.

For one and one-half or two story houses, 1,500 square feet shall be minimum of the first floor. Exposed exterior wall area of the first floor, exclusive of doors, windows or gables shall be 75% masonry. Masonry material shall be quality and appearance equal or superior to standard clay or shale common brick, color pigment Portland Cement brick or Quarried stone. Roofs shall be of wood shingle, tile, or any approved roofing material approved at the exclusive election of the Dedicator or the Architectural Control Committee. Roofs of composition shingles will not be allowed. Rear of lot will require 5 gallon Phontinias on 3 foot centers next to fence and 6' to 8' Live Oak trees on 15 foot centers within the 25 foot landscape easement. This will be required to be done upon completion of the house. Maintenance of the landscape easement is the responsibility of the homeowner.

VII

No fence shall be erected on any residential lot nearer to the front property line than five (5) feet behind the front of the main residence, and no fence shall be erected on any corner lot nearer to the side streets than five (5) feet of the property line of such lot. All fences shall be of wooden material, unless other type of material is approved by the undersigned prior to the installation.

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VIII

All houses and structures permitted under these restrictions shall be completed within twelve (12) months, once construction is started. No house shall be occupied as a residence until it is completed in accordance with the provisions of these covenants. No house or structure may be occupied until the premises are properly connected with the city sewage system.

IX

No livestock, poultry, farm animals or wild animals of any kind shall be kept on any lot in this addition other than domestic household pets, with the exception of those lots zoned R-30 which shall have a permit from the City of Colleyville.

X

No oil drilling, oil development operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any residential lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XI

No garage or other outbuildings erected on any residential building plot or premises, and no basements, trailer, tent or shack, or other buildings or shelter erected or located thereon, except one detached single family dwelling, shall at any time, ever be used, either temporarily or permanently as a residence. This restriction shall not apply to servants quarters bonafidely occupied by domestic servants of an owner or tenant of such plot or premises.

XII

No obnoxious or offensive trade shall be carried on upon any plot or premises, nor shall anything be done thereon which may become an annoyance to the neighborhood. No outbuilding or residence or any residential lot shall be used for commercial purposes whatsoever.

XIII

Southcreek, Inc. and its assigns and successors may place or install subdivision development signs, billboards, and real estate signs and temporary buildings on any lot in this addition which may remain until all lots are built on and houses are sold and occupied. No pre-existing permant house, dwelling and/or structure or prefabricated dwelling of any kind or character whatsoever may be moved into or placed upon any lot in said addition. A new structure only shall be erected on and permitted to remain on any lot in said addition. However, temporary trailers, trailer houses, shops, storage sheds, or buildings used in conjunction with building and selling residences are permitted to be installed and remain until subdivision houses are complete and occupied.

XIV

Open space restrictions shall apply to all lots abutting intersections which shall contain an open space restriction which shall be a line twenty-five (25) feet from the point of intersection along the line that faces the street and with a diagonal line from each twenty-five (25) foot demension creating the open space, a triangle which is an open space easement. No structure, object or plant of any type exceeding twenty-four (24) inches in height above the top of the curb including but not limted to buildings, fences, walls, signs, trees, shrubs, cars, trucks, etc., may hereafter be placed in the open space easement described herein, which easement shall remain in effect until vacated by Dedicator.

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XV

The owners of the lots shall be responsible for maintenance of the Pedestrian Easement as indicated on the plat referred to herein located between their lot lines and the streets on which the lots face, which shall include the installation of sidewalks and the maintenance thereof as designated by the Architectural Control Committee. Owners of lots bordering Martin Drive are required to construct sidewalks on said lot where designated by the Architectural Control Committee. The owners of the improved property shall likewise maintain the exterior of all structures on their lot and their yards, hedges, plants and shrubs in a neat and trim condition at all times. Nothing shall be done on any lot which shall be or become an annoyance or nuisance to the neighborhood.

XVI

Underground utility service, including electric service of the type known as 120/240 volt, single phase, 3 wire, 60 cycle alternating current and telephone service has been made available to all lots or such other underground utility service as Dedicator shall approve. The grantees of such lots agree for themselves, their heirs, successors and assigns, not to request any electric service of any character, other than that provided by such underground facilities. Since it is the purpose and intent of these covenants and restrictions that utility service in said Addition shall be maintained underground, no poles, towers, television satellite dishes, nor overhead lines, shall be installed for any purpose on any building sites without written permission of the Architectural Control Committee.

XVII

No boats, trailers, mobile homes or trucks with tonnage in excess of 3/4 tons shall be permitted to park on the streets, driveways, or lots overnight, unless they can be located in a garage or rear entry drive in such a way as not to be visible from the street, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.

XVIII

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such materials shall be kept in a clean and sanitary condition.

No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot, or parcel of land, upon which the improvements are to be erected, and shall not be placed in the street between the pavement and property lines.

No stumps, trees, underbrush or any refuse of any kind, nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots, streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such materials shall be immediately removed. Any material left on the lot or adjoining lots that is not disposed of promptly may be disposed of by the Developer and payment for such service to be borne by the builder or homeowner.

XIX

Should any questions arise on these restrictions, the interpretation of the Architectural Control Committee shall be final.

Should any dispute arise between two or more property owners, the Architectural Control Committee shall serve as the arbitration committee, and their decision shall be binding on all parties to the dispute.

EXECUTED this 9th day of October, 1987.

SOUTHCREEK, INC.

By: Larry R. Cole

ITS: President

STATE OF TEXAS

COUNTY OF TARRANT:

BEFORE ME, the undersigned in and for the County and State on this day personally appeared Larry R. Cole, known as its President, the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said SOUTHCREEK, INC., and that he executed the same as the act of such corporation for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL this 9th day of October, 19 87.

Gayle Robertson

Notary Public, Tarrant County, Texas

Gayle Robertson

GAYLE ROBERTSON
COMMISSION EXPIRES
AUGUST 7, 1989

8-7-89

Commission Expiration Date

GP#87-5614EGR

RESTRICTIONS

SOUTHCREEK, INC.

TO

THE PUBLIC

RETURN INSTRUMENT TO:

FIRST AMERICAN TITLE COMPANY
150 WESTPARK WAY SUITE 100
EULESS, TEXAS 76040

COUNTY OF TARRANT
STATE OF TEXAS
I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly recorded in the Tarrant County, Texas, as recorded herein by me.

[illegible] 18 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

TARRANT FILED
'87 [illegible] 13 [illegible]

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

Unofficial Document

09093 0955

STATE OF TEXAS § AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 7,
§ BLOCK 11, WOODLAND HILLS, THIRD FILING, AN ADDITION
COUNTY OF TARRANT § TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS 1000 38654 5.00 M D 10/15/87

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 7, Block 11, in Woodland Hills, Third Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase IV, Third Filing, Woodland Hills, recorded in Volume 8333, Page 1758, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2015. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 9th date of October, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: [signature]

Its: President

OWNERS:

By: Southland Inc

By: [signature] President

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 9th day of October, 1987, by [signature] President and _____, Owners.

[signature]
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: 11-21-89

NOTARY'S PRINTED NAME: Terry M. Honeycutt

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

OCT 15 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND UNENFORCEABLE.

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.

Please Return To:
LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

FILED
'87 OCT 15 AM 9:42
SUZANNE HENDERSON
COUNTY CLERK
BY _____

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WD

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2 01/27/87

AMENDMENT TO
RESTRICTIVE COVENANTS FOR LOT 16-28, BLOCK 10,
WOODLAND HILLS, Eighth FILING, AN ADDITION
TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS that Southcreek, Inc., a Texas Corporation, being the owner of the following lot in WOODLAND HILLS, Eighth FILING, an addition to the City of Colleyville, Tarrant County, Texas, to wit:

Lot 16-28, Block 10

as reflected by Plat recorded in Volume 388, Pages 187 and ____, Plat Records, Tarrant County, Texas, which plat is incorporated herein by reference for all intents and purposes,

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Southcreek, Inc.

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_____, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to zones to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

ADDITIONAL RESTRICTIONS

Section 1. Keeping of Vehicles on Property. The keeping of mobil homes, with or without wheels, on any lot is expressly prohibited. Motor boats, house boats and similar water borne vehicles or travel trailers may be maintained, stored or kept on any lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to occupants must be parked overnight in the occupant's driveway or in the above mentioned enclosure. In no case may the occupant's vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

Section 2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on lots shall be maintained in good repair and in a clean and attractive manner.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than Southcreek, Inc. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be Southcreek, Inc. or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights shall be voted as Class A Membership and not Class B Membership.

ARTICLE V

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchaser thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in acceptance of the deed thereior, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, all special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees,

expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1986, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1986, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as

determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

IN WITNESS THEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: _____

_____ By: _____

Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this ____ day of _____, 1986, by _____, a _____.

Witness my hand and official seal.

_____

Notary Public in and for
the State of Texas

My Commission Expires: _____

VOL. 8823 PG. 145

Unofficial Document

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

ANY PROVISION IN THIS DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

COUNTY OF TARRANT
STATE OF TEXAS
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Volume and Page of the Master Records of Tarrant County, Texas as stamped hereon by me.

JAN 26 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

FILED
TARRANT COUNTY, TEXAS
'87 JAN 26 P2:34

Return To:

Ticor Title
803 Forest Ridge
Bedford, TX 76022

STATE OF TEXAS § AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 1,
§ BLOCK 11, WOODLAND HILLS, THIRD FILING, AN ADDITION
COUNTY OF TARRANT § TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

1000 38648 5.00 W D 10/15/87

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 1, Block 11, in Woodland Hills, Third Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase IV, Third Filing, Woodland Hills, recorded in Volume 8333, Page 1758, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2015. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 9th date of October, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: [signature]

Its: President

OWNERS:

By: [signature]

By: [signature]

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 9th day of October, 1987, by [signature] President and _____, Owners.

NY COMMISSION EXPIRES: 11-21-89

[signature]
NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: Terry M. Honeycutt

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

OCT 15 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

PLEASE RETURN TO:

LARRY DOLE COMPANIES
807 FOREST RIDGE, SUITE 104
ARLINGTON, TEXAS 76022

FILED
TARRANT COUNTY, TEXAS
'87 OCT 15 AM 10:41
SUZANNE HENDERSON
COUNTY CLERK
BY

09095 1823

STATE OF TEXAS § AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 1,
§ BLOCK 11, WOODLAND HILLS, EIGHTH FILING, AN ADDITION
COUNTY OF TARRANT § TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 1, Block 11, in Woodland Hills, Eighth Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase IV, Eighth Filing, Woodland Hills, recorded in Volume 9093, Page 999, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2015. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

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promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 9th date of October, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: [signature]

Its: President

OWNERS:

By: Southwest Inc

By: [signature] President

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 9th day of October, 1987, by [signature] President and _____, Owners.

[signature]
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:
11-21-89

NOTARY'S PRINTED NAME: [signature]

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COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

OCT 20 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

LARRY COLE COMPANIES
807 [illegible] STATE 101
[illegible] TEXAS [illegible]

PLEASE RETURN TO:

BY
SUZANNE [illegible]
COUNTY CLERK

87 OCT 15 AM 10:41

09252 0336

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ADDENDUM TO AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 1 ,BLOCK 11 ,WOODLAND HILLS, EIGHTH FILING AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

Changes initialed by MLS on the attached Restrictive Covenants are to be recorded by the County.

Changes listed are:

1. Title - from 3rd filing to eighth filing
2. 1.E. - from 3rd filing to eighth filing
3. 1.H. - from 3rd filing to eighth filing; from Volume 8333 to 9093 and from Page 1758 to 949.

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 26th day of April ,1988 , by Mary L. Sanders .

Karie L. Clark
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:

10-27-90

NOTARY'S PRINTED NAME: Karie L. Clark

09252 0337

Unofficial Document

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.

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STATE OF TEXAS § AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 2,
§ BLOCK 11, WOODLAND HILLS, EIGHTH FILING, AN ADDITION
COUNTY OF TARRANT § TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 2, Block 11, in Woodland Hills, Eighth Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase IV, Eighth Filing, Woodland Hills, recorded in Volume 9093, Page 949 of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impose the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2015. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

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promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 9th date of October, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: _____

Its: President

OWNERS:

By: Southwest Inc

By: _____ President

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 9th day of October, 1987, by _____ and _____, Owners.

_____
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:
11-21-89

NOTARY'S PRINTED NAME: _____

09252 0330

~~090 1825~~

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

OCT 15 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

LARRY COLE COMPANIES
807 [illegible]

Please Return To:

FILED
87 OCT 15 AM 9:42
SUZANNE HENDERS
COUNTY CLERK
BY

09252 0331

~~09[illegible]~~ 1826

ADDENDUM TO AMENDMENT TO RESTRICTIVE COVENANTS FOR
LOT 2 ,BLOCK 11 ,WOODLAND HILLS, EIGHTH FILING AN
ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

Changes initialed by MLS on the attached Restrictive Covenants are to be recorded by the County.

Changes listed are:

1. Title - from 3rd filing to eighth filing
2. 1.E. - from 3rd filing to eighth filing
3. 1.H. - from 3rd filing to eighth filing: from Volume 8333 to 9093 and from Page 1758 to 949.

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 26th day of April ,1988 , by Mary L. Sanders .

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:

10-27-90

NOTARY'S PRINTED NAME: Karie L. Clark

09252 0332

UNOFFICIAL DOCUMENT

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.

STATE OF TEXAS § AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 3,
§ BLOCK 11, WOODLAND HILLS, EIGHTH FILING, AN ADDITION
COUNTY OF TARRANT § TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 3, Block 11, in Woodland Hills, Eighth Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase IV, Eighth Filing, Woodland Hills, recorded in Volume 9093, Page 989, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2015. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

09252 0339

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 7th date of October, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: [signature]

Its: President

OWNERS:

By: [signature]

By: [signature]

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 9th day of October, 1987, by [signature] and _____, Owners.

[signature]
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:
11-2-89

NOTARY'S PRINTED NAME: Troy W. Hoagland

09252 0340

~~VOL. 828~~

COUNTY OF TARRANT
STATE OF TEXAS
I hereby certify that this instrument was filed on this date and at the time stamped hereon by me and was duly RECORDED in the [illegible] Page of the Tarrant Records of Tarrant County, Texas as stamped hereon by me.

OCT 15 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED [illegible] WHICH RESTRICT THE SALE, RENTAL [illegible] PROPERTY DESCRIBED THEREIN BECAUSE [illegible] INVALID UNDER FEDERAL LAW [illegible]

ANY PROVISION HEREIN [illegible] THE SALE, RENTAL OR USE OF THE [illegible] PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

LARRY COLE COMPANIES
307 [illegible] SUITE 104
[illegible] 76022

Please Return To:

SUZANNE [illegible]
COUNTY CLERK
BY

'87 OCT 15 AM 8:42

FILED

09252 0341

~~09052 1829~~

ADDENDUM TO AMENDMENT TO RESTRICTIVE COVENANTS FOR
LOT 3 ,BLOCK 11 ,WOODLAND HILLS, EIGHTH FILING AN
ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

Changes initialed by MLS on the attached Restrictive Covenants are to be recorded by the County.

Changes listed are:

1. Title - from 3rd filing to eighth filing
2. 1.E. - from 3rd filing to eighth filing
3. 1.H. - from 3rd filing to eighth filing; from Volume 8333 to 9093 and from Page 1758 to 949.

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 26th day of April ,1988 , by Mary L. Sanders .

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:

10-27-90

NOTARY'S PRINTED NAME: Karie L. Clark

09252 0342

UNOFFICIAL DOCUMENT

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.

STATE OF TEXAS § AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 4,
§ BLOCK 11, WOODLAND HILLS, EIGHTH FILING, AN ADDITION
COUNTY OF TARRANT § TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 4, Block 11, in Woodland Hills, Eighth Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase IV, Eighth Filing, Woodland Hills, recorded in Volume 9093, Page 949, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2015. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

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promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 7th date of October, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: [signature]

Its: President

OWNERS:

By: [signature]

By: [signature]

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 6th day of October, 1987, by [signature] and _____, Owners.

[signature]

NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S PRINTED NAME: [illegible]

MY COMMISSION EXPIRES: 11-21-89

09252 0385

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

OCT 15 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED [illegible] RESTRICT THE SALE, RENTAL, OR [illegible] CEDAR BED THEREIN BECAUSE OF [illegible] UNDER FEDERAL LAW AND ARE [illegible]

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.

LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
RICHARD, TEXAS 76082

Please Return To:

SUZANNE [illegible]
COUNTY CLERK
BY

87 OCT 15 [illegible]

09252 0326

09052 1832

ADDENDUM TO AMENDMENT TO RESTRICTIVE COVENANTS FOR
LOT 4 ,BLOCK 11 ,WOODLAND HILLS, EIGHTH FILING AN
ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

Changes initialed by MLS on the attached Restrictive Covenants are to be recorded by the County.

Changes listed are:

1. Title - from 3rd filing to eighth filing
2. 1.E. - from 3rd filing to eighth filing
3. 1.H. - from 3rd filing to eighth filing; from Volume 8333 to 8093 and from Page 3758 to 949.

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 26th day of April ,1988 , by Mary L. Sanders .

Karie L. Clark
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:

10-27-90

NOTARY'S PRINTED NAME: Karie L. Clark

09252 0327

Unofficial Document

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.

FILED
93 MAR 25 PM 2:14

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STATE OF TEXAS § AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 5,
§ BLOCK 11, WOODLAND HILLS EIGHTH FILING, AN ADDITION
COUNTY OF TARRANT § TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 5, Block 11, in Woodland Hills, Eighth Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase IV, Eighth Filing, Woodland Hills, recorded in Volume 9093, Page 949, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impose the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2015. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 9th date of October, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: [signature]

Its: President

OWNERS: Southwest Inc.

By: [signature] President

By: [signature]

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 9th day of October, 1987, by [signature] President and _____, Owners.

[signature]
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:
11-21-89

NOTARY'S PRINTED NAME: [signature]

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Unofficial Document

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

OCT 15 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED [illegible] RESTRICT THE SALE, RENTAL [illegible] THEREIN BECAUSE [illegible] FEDERAL LAW AND [illegible]

ANY PROVISION HEREIN [illegible] THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

LARRY COLE COMPANIES
802 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

Please Return To:

BY

SUZANNE HENDERSON
COUNTY CLERK

87 OCT 15 AM 9:42

FILED

09252 0346

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ADDENDUM TO AMENDMENT TO RESTRICTIVE COVENANTS FOR
LOT 5 ,BLOCK 11 ,WOODLAND HILLS, EIGHTH FILING AN
ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

Changes initialed by MLS on the attached Restrictive Covenants are to be recorded by the County.

Changes listed are:

1. Title - from 3rd filing to eighth filing
2. 1.E. - from 3rd filing to eighth filing
3. 1.H. - from 3rd filing to eighth filing; from Volume 8333 to 9093 and from Page 1758 to 949.

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 26th day of April ,1988 , by Mary L. Sanders .

Karie Clark
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:

10-27-90

NOTARY'S PRINTED NAME: Karie L. Clark

09252 0347

UNOFFICIAL DOCUMENT

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.

03 APR 26 PM 3:11
FILED

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STATE OF TEXAS § AMENDMENT TO RESTRICTIVE COVENANTS FOR LOT 6,
§ BLOCK 11, WOODLAND HILLS, EIGHTH FILING, AN ADDITION
COUNTY OF TARRANT § TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

I. DEFINITIONS

A. "Association" shall mean the Woodland Hills Homeowners Association, Inc., a Texas non-profit corporation, incorporated on July 1, 1986.

B. "Board of Directors" shall mean the Board of Directors of the Association.

C. "Bylaws" shall mean the Bylaws of the Association.

D. "Common Areas" shall mean the areas designated for recreational use for the common enjoyment of all the residents in the Villages of Woodland Hills.

E. "Lot" shall mean Lot 6, Block 11, in Woodland Hills, Eighth Filing, an Addition to the City of Colleyville, Tarrant County, Texas.

F. "Members" shall mean members of the Association.

G. "Owners" shall mean the person(s) who own the Lot.

H. "Restrictive Covenants" shall mean certain Restrictive Covenants covering Phase IV, Eighth Filing, Woodland Hills, recorded in Volume 9093, Page 949, of the Deed Records of Tarrant County, Texas.

II. ADDITIONAL RESTRICTIONS

A. Owners hereby ratify and confirm the existing Restrictive Covenants previously filed and hereby impress the following restrictions upon their Lot in addition to the Restrictive Covenants already filed:

1. Keeping of Vehicles on Property. The keeping of mobile homes, with or without wheels, on the Lot is expressly prohibited. Motor boats, house boats, and similar water-borne vehicles or travel trailers may be maintained, stored, or kept on the Lot provided the same are housed completely within a structure or enclosure which has been approved architecturally by the Architectural Control Committee. All vehicles belonging to Owners, or guests of Owners, must be parked overnight in the Owners' driveway or in the above-mentioned enclosure. In no case may the vehicles of the Owners, or guests of the Owners, be parked overnight on the streets of the subdivision or within the improved yard of the Owners.

2. Yard Care. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded, or otherwise planted by the Owners thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

B. These Restrictive Covenants shall constitute covenants running with the land, and shall be binding on all persons claiming any interest in the Lot until January 1, 2015. On that date, these covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of the lots affected by the Restrictive Covenants agree to change any Restrictive Covenants.

III. AGREEMENT TO JOIN HOMEOWNERS ASSOCIATION

By signing this Agreement, Owners agree to become Members of the Association, and agree to abide by the Articles of Incorporation and Bylaws of the Association, and the terms of this Agreement.

IV. COVENANT FOR ASSESSMENT AND LIEN

A. Owners personally covenant and agree to pay to the Association such annual and special assessments as fixed and established by the Board of Directors, in accordance with the Bylaws, to be used exclusively for the purpose of

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promoting the recreation, health, safety, enjoyment, and welfare of the owners of the lots in the Villages of Woodland Hills, and for the improvement and maintenance of the Common Areas.

B. The maximum annual assessment for the calendar year 1987 shall be $250.00. Beginning January 1, 1988, the annual assessment may be increased not more than ten percent (10%) above the previous year's annual assessment by majority vote of the Board of Directors. Increases in the annual assessment in excess of ten percent (10%) must be approved by fifty percent (50%) of the Members voting at a meeting called for this purpose.

C. In addition to Owners' personal obligation to pay assessments, Owners hereby grant to the Association a continuing lien upon their Lot to secure payment of all assessments on their Lot, including interest, costs, and reasonable attorney's fees. The Association may bring actions at law or equity to enforce payment of delinquent assessments and may enforce the assessment lien in the same manner provided by law with respect to a lien on real property.

D. The assessment lien shall be subordinate to any recorded mortgage or home improvement lien on the Lot. The Secretary of the Association shall be obligated to execute all documents reasonably necessary to subordinate the assessment lien to such other recorded liens.

V. PERSONAL LIABILITY OF OWNERS

In consideration of Owners' agreement to join the Association and pay assessments timely, and the grant of a continuing assessment lien, the Association agrees to take such action as may be reasonably necessary to shield Owners from any personal liability arising out of Owners' membership in the Association. Such action shall include, but not be limited to, obtaining and maintaining reasonable insurance coverage on the Common Areas.

VI. GENERAL PROVISIONS

A. Revocation and Amendment. This Agreement, and any Restrictive Covenant affecting the Lot, may be amended by the approval in writing of three-fourths majority of the Members voting at any duly called meeting of the Association.

B. Enforcement. The Association or the Owners may enforce this Agreement by proceedings at law or in equity. The prevailing party shall recover reasonable attorney's fees and related costs.

C. Severability. Invalidation of any one of the terms and provisions of this Agreement shall in no wise effect any other provisions which shall remain in full force and effect.

SIGNED this 9th date of October, 1987.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: [signature]

Its: President

OWNERS:

By: [signature]

By: [signature]

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 9th day of October, 1987, by [signature] and _____, Owners.

[signature]
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:
11-21-89

NOTARY'S PRINTED NAME: [signature]

09252 0320

OCT 1987

COUNTY OF TARRANT
STATE OF TEXAS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas as stamped hereon by me.

OCT 15 1987

COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED [illegible] RESTRICT THE SALE, [illegible] THEREIN [illegible] FEDERAL LAW AND [illegible]

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.

LARRY COLE COMPANIES
807 FOREST RIDGE, SUITE 104
BEDFORD, TEXAS 76022

Please Return To:

87 OCT 15 AM 10:42
SUZANNE HENDERSON
COUNTY CLERK
BY

09252 0321

~~09255 1898~~

ADDENDUM TO AMENDMENT TO RESTRICTIVE COVENANTS FOR
LOT 6 ,BLOCK 11 ,WOODLAND HILLS, EIGHTH FILING AN
ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

Changes initiated by MLS on the attached Restrictive Covenants are to be recorded by the County.

Changes listed are:

1. Title - from 3rd filing to eighth filing
2. 1.E. - from 3rd filing to eighth filing
3. 1.H. - from 3rd filing to eighth filing; from Volume 8333 to 9093 and from Page 1758 to 989.

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 26th day of April ,1988 , by Mary L. Sanders

Karla L. Clark
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:

10-27-90

NOTARY'S PRINTED NAME Karla L. Clark

09252 0322

UNOFFICIAL DOCUMENT

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.

93 APR 26 PM 3:14

88-3238 NEL

FIRST SUPPLEMENTAL
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WOODLAND HILLS ADDITION
TO THE CITY OF COLLEYVILLE, TEXAS

THIS FIRST SUPPLEMENTAL DECLARATION, made this 19th day of August, 1988, by South Creek, Inc., a Texas Corporation, hereinafter called Declarant,

W I T N E S S E T H :

WHEREAS, on or about June 18, 1986, Declarant filed for record a certain Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, recorded in Volume 8594, Page 2326 of the Deed Records of Tarrant County, Texas; and

WHEREAS, at any time before December 31, 1989, Declarant is empowered by said Declaration to annex and to bring within the scheme of the original Declaration additional Properties; and

WHEREAS, Declarant desires to bring within the scheme of the original Declaration the following properties, of which it is the owner:

Lots 1 through 12, Block 5, and Lots 4 through 16, Block 6, Woodland Hills Ninth Filing, an addition to the City of Colleyville, as reflected by Plat recorded in Volume 388-213, Page 18, of the Deed Records of Tarrant County, Texas;

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions, and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW, THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions, and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property of any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as the Green Areas.

D. "Designated Public Properties" shall mean land within the properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to South Creek, Inc., a Texas corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1989, Declarant, its successors and assigns, in future states of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills Properties.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in it Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a membership interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Section 2. Voting Rights: There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been converted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be the Declarant or its successors or assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total voted outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights will be voted as Class A Membership and not Class B Membership.

ARTICLE IV

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchaser thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefore, whether or not it shall be so expressed in acceptance of the deed therefore, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members. Lots owned by the Class B Members shall not be levied upon or liable for any annual or special assessment.

The assessment shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Association, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees, expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Association's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

A. From and after January 1, 1989, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1990, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. <u>Special Assessments for Capital Improvements.</u> Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members no less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessments.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any owner.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be liable for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessment together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property

In the event a judgement or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder, and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of Trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which become a lien prior to such sale or transfer. Such sale or transfer shall not release such lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available on request for examination by the Owners and others with an interest such as encumbrances or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgages making such payments shall be owed immediately reimbursement therefore from the Association.

ARTICLE VII

RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS

Section 1. Use Restrictions. The following restrictions shall be applicable to the use of any property subject to this Declaration:

A. No Lot on the Properties shall be used for any purpose other than residential purposes unless otherwise shown on the official recorded plat.

B. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the Properties, except that not more than two (2) dogs, cats, or other household pets in the aggregate may be kept on any Lot within the rear private fenced yard, but only if they are not raised, bred, kept or maintained for any commercial purpose. No horses shall be kept on he Property. Dogs owned by Owners or their guests shall not be permitted to run at large but shall be kept under the control of such Owner or guest of such owner by leash, cord or chain. The owner of any dog shall immediately remove excrement deposited by said dog upon the Green Area.

C. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Properties.

D. No noxious or offensive activity shall be carried on or upon the Properties or any part thereof, nor shall anything be done or maintained thereon which may be or detract from its value as an attractive residential community. Habitually barking, howling or yelping dogs shall be deemed a nuisance. Garage doors shall be kept closed when not in use. Patios and balconies shall not be used for storage other than of patio furniture.

E. No Owner or occupant shall remove or significantly alter any tree in any street, right-of-way, park or recreational area or other part of the Common Area unless permission in writing is first granted by the Association.

F. No Lot shall be used or maintained as a dumping ground for rubbish, grass clippings, garbage or trash. Garbage and other waste shall be kept in sanitary containers. All containers for the storage or disposal of such materials shall be kept inside the living unit or connected garage, except on the scheduled trash pick-up days.

ARTICLE VIII

RESTRICTIONS ON USE OF PROPERTY BY DECLARANT

So long as Declarant owns any interest in the Properties, Declarant excepts, excludes and reserves the following from each and every deed and instrument of conveyance executed and delivered by it to the Owner of a Building Site or Living Unit:

A. The right to maintain sales and administration offices, construction office or trailer and model homes with parking facilities on the Properties and to conduct sales activities therein so long as the Declarant is the Owner of any of the Properties.

B. The right to construct and complete the construction of living units, buildings, drives, lanes, roads and all other improvements on the Properties, and to repair and maintain the Common Areas and Green Areas. In connection therewith, Declarant reserves the right to use and excavate the surface and subsurface of the ground for the erection, construction and installation of said improvements and foundations, footings, flooring and basements. Declarant also reserves the right to extend the drives, lanes and roads located or to be located on the Properties, the right to lease and rent such living units, and the right to sell, grant and convey title to purchasers of such subsequently constructed living units. Said purchasers shall become regular Members of the Association. Furthermore, Declarant also reserves the right to use and occupy so much of the Properties as may be necessary for the construction, reconstruction, maintenance and operation of any of said living units. Lots and Common Areas and Green Areas and other improvements including, but not limited to, the right to locate, install, maintain and repair all utilities and utility lines necessary for construction, reconstruction, maintenance and operation. Declarant, in addition, reserves the right to convey to any County, water district, sanitary sewer

district or other municipal or quasi-municipal corporation all sewer lines and mains, and water mains and pipelines constructed or to be constructed on the Property, together with suitable rights of way over said lands for the required maintenance repair, replacement and operation thereof.

D. The right to grant and convey to others, whether or not they are Owners of Lots in the Properties, equal rights to a non-exclusive easement for ingress and egress along, over and across all the roads, and all extensions thereof now or hereafter constructed.

ARTICLE IX

RESTRICTIONS ON TYPE OF STRUCTURE PERMITTED

Section 1. Restrictions on Structures. In addition to the requirements imposed by and County or municipal corporation having jurisdiction over the Properties, the following restrictions apply to structure, improvements and personal property on the Properties.

A. No dwelling shall be erected on any part of the herein described real property containing less than 2,600 square feet of principal living area. For one & one-half or two story houses, 1800 square feet will be minimum on the first floor. Exposed exterior wall area of the first floor, exclusive of doors, window, or gables shall be 75% masonry. Masonry material shall be quality and appearance equal or superior to standard clay or shale common brick, color pigment Portland Cement brick or Quarried stone. Roofs shall be wood shingles as approved by the City of Colleyville. Any change in this requirement shall be at the exclusive election of the Dedicator or the Architectural Control Committee. Porches, terraces, unfinished basement areas, guest houses, servant quarters and garages shall not be constructed as living area. No single family dwelling shall be more than two stories in height, including the main floor level. No more than one living unit shall be built on each Lot. No outhouse of any kind, tent, shed or trailer, or any other temporary dwelling. shall be erected or maintained on any building site or be used for living purposes, not shall any garage be used for swelling purposes. Garden sheds or tool sheds may be erected, however, with the approval of the Architectural Committee. Every residence on a corner lot shall face on the street designated by the undersigned and shall present a good appearance on the other street on which it is located.

Garages: All garages shall be rear, or side entry. All corner lots shall have a rear entry garage only.

B. No trailer, motor home, camper, including vehicle mounted camper whether chassis or slide in, or pickup coach, tent, boat or truck (except pickup) shall be parked, placed, erected, maintained or constructed on any Lot or street for any purpose. However, trailers, campers, motor homes, pickup coaches, tents or boats which can be and are stored completely within attached garages or enclosures acceptable to the Architectural Control Committee and are not used for living purposes

will not be in violation of these restriction. All vehicles belonging to occupants must be parked overnight in the occupants driveway or in the above mentioned enclosure. In no case may the occupants vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

C. No fence shall be erected on any residential lot nearer to the front property line than five (5) feet behind the front of the main residence, and no fence shall be erected on any corner lot nearer to the side streets than five (5) feet of the property line of such lot. No fence may be installed upon any pedestrian easement, unless approved by the Architectural Control Committee. All fences shall be of wooden material, unless other type of material is approved by the undersigned prior to the installation.

ARTICLE X

RESTRICTIONS REGARDING CONSTRUCTION AND MAINTENANCE

Section 1. Architectural Committee. The Architectural Control Committee is composed of Larry R. Cole, Terry Wilkinson and Cary S. Hy. The majority of any Architectural Control Committee may designate one or more representatives to act for it. In the event of death or resignation of any Member of the Committee, the remaining Members shall have full authority to designate a successor. Neither the Members of the Committee, nor its designated representative shall be entitled to any compensation for the services performed to this covenant. When the Class B Membership terminates, the Board of Directors of the Association shall thereafter act as the Architectural Control Committee.

Section 2. Restrictions on Construction, Maintenance and Improvements. The following restrictions are applicable to construction, maintenance and improvements on the Properties:

A. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot, or parcel of land, upon which the improvements are to be erected, and shall not be placed in the street between the pavement and property lines.

No stumps, trees, underbrush or any refuse of any kind, nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots, streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material shall be immediately removed. Any material left on the lot or adjoining lots that is not disposed of promptly may be disposed of by the Developer and payment for such service to be borne by the builder or homeowner.

B. No erection of building or exterior additions or alterations including signs to any building situated upon the properties, nor any construction of any kind whatsoever, nor erection of or changes or additions in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing as to harmony of external design, appearance and locations in relation to surrounding structures and topography by an Architectural Control Committee, or by three (3) or

more representatives appointed by the Board. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in the event, if no suit to enjoin the addition, alteration or changes has been commenced prior to the completion thereof approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representatives shall be entitled to compensation for services performed pursuant to the Article. Duplicate plans for the erection of any structure on any lot must be prepared by a registered architect or recognized professional designer and shall be submitted to the Architectural Control Committee for approval, one of which will be retained in the Developer's permanent files. All plans shall contain as a minimum, the following information:

a. A foundation plan showing a cross section of the beams, etc., with reinforced steel indicated.
b. A floor plan showing the total square feet of living area.
c. The exterior elevation showing the front, rear and the side elevations, complete with all ornamental and decorative details.
d. The specifications indicating type, grade and color, where applicable, of all exterior materials must be shown.
e. A plot plan showing the location of improvements, sidewalks, patios, driveways, fences and retaining walls. Lot drainage provisions are to be indicated and cut and fill details, if any, appreciable changes in the lot contours is contemplated.

B.1. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

B.2. All houses and structures permitted under these restrictions shall be completed within twelve (12) months, once construction is started. No house shall be occupied as a residence until it is completed in accordance with the provisions of these covenants. No house or structure may be occupied until the premises are properly connected with the city sewage system.

C. No sign or radio or TV antenna of any kind shall be displayed to the public view on any part of the above described property, except one professional sign per dwelling of not more than five square feet advertising a dwelling for sale or rent, and signs used by a builder to advertise dwellings or dwelling during the construction and sale period. The Declarant is permitted to use larger signs during the promotional period and erect permanent signs near the entrances to the subdivisions.

D. No permanent outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure, supporting said outdoor overhead wires shall

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be erected, placed, or maintained with the Properties. All purchasers of Lots within the Properties, their heirs, successors, and assigns, shall use underground service wires to connect their premises and the structure built thereon to the underground electric or telephone utility facilities.

E. No fences or landscaping shall be done by a Lot Owner in Green Areas without the written approval of the Architectural Control Committee.

F. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

Section 3. Right of Entry of Association Representative. Any agent or officer of the Association may at any reasonable hour or hours during construction or remodeling, enter and inspect any of said property as to its maintenance or improvements to determine if there has been compliance with the provisions thereof. The Association, and any agent, or officer thereof, shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Association may issue a certificate of completion and compliance as to any property so inspected.

Section 4. Evidence of Compliance with Restrictions. Records of the Association with respect to compliance with the provisions of this Declarant shall be conclusive evidence as to all matters shown by such records. Issuance of a certificate of completion and compliance by the Secretary or an Assistant Secretary of the Associations showing that the plans and specifications for the improvements or other matters herein provided for have been approved and that such improvements have been made in accordance therewith, or a certificate as to any matters relating to this Declaration by the Secretary or an Assistant Secretary of the Association shall be conclusive evidence that shall justify and protect any title company insuring title to any property subject to this Declaration and shall fully protect any purchaser or encumbrancer in connection therewith. After the expiration of one year following the issuance of a building permit by County or other governmental authority, any structure, work improvement or alteration shall be deemed to be in compliance with the provisions thereof unless a notice of non-compliance executed by the Association shall have been recorded in the office of the County Clerk in which the Property is located, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 5. Building Setback Lines. Every residential building erected upon any lot or premises shall not protrude forward of the building line shown on the recorded plat. The front of said dwellings shall be located back of the recorded front property line. No residence, dwelling or outbuilding shall be erected nearer than five (5) feet from the inside line of such building plat or premises or nearer than fifteen (15) feet from the side street of such building plat or premises or nearer than the rear ten (10) feet of any yard. The undersigned reserves the right to change, in writing, any building lines shown on the plat referred to herein or setback lines from the side lines shown on the said plat referred to in the restrictions, so long as the undersigned hold legal title to such lots and likewise, reserves the right to make such changes with the consent of the owners of the property involved after the undersigned has conveyed the title to such property.

Section 6. Minor Violations of Setback Restriction. If upon the erection of the first single family dwelling upon any of the Lots which are subject to these restrictions, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement may be waived by the written consent and waiver of the Owners of the Lots immediately adjoining on either side of the Lots upon which the violation or infringement occurs, and such waiver shall be binding upon all other Owners which are subject to these restrictions. Nothing herein contained shall prevent the prosecution of a suit for any other violation of the restrictions contained in this Declaration. A "minor violation" for the purpose of this section is a violation of not more than two feet beyond the required setback lines. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to such structure.

ARTICLE XI

INSURANCE AND INDEMNIFICATION

Section 1. Insurance Requirements Generally. The Association shall obtain and maintain in full force and effect at all times certain casualty, liability and other insurance as hereinafter provided. All such insurance shall be obtained, to the extent possible from responsible companies duly authorized and licensed to do insurance business in the State of Texas with a rating in Best's Insurance Reports (or any comparable publication) of at least BBB+ (or any comparable rating).

To the extent possible, the casualty, property and liability insurance shall:

A. Provide for a waiver of subrogation by the insurer as to claims against the Association, its Directors, Officers, employees, agents and Members.

B. Provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least thirty (30) days prior written notice to the Association.

Any insurance policy may contain such deductible provisions as the Association deems consistent with good business practice. The cost and expense of all insurance obtained by the Association shall be paid for out of Association funds collected by assessments and otherwise as elsewhere provided in the Declaration.

Section 2. Casualty Insurance. The Association shall obtain and maintain at all times insurance coverage providing all risk coverage or the nearest equivalent available for the full replacement cost of the Common Area and Green Area improvements and personal property of the Association in the amount of the full replacement value without deduction for depreciation. The insurance shall provide that it cannot be cancelled by either the insured or the insurance company until after at least thirty (30) days prior written notice is given to the Association.

The insurance described in this paragraph shall be inflation coverage insurance, if such insurance is available, which insurance at all times represents one hundred percent (100%) of the replacement value of all facilities in the Common Area and Green Areas, except land, foundation, excavation and other items normally excluded from coverage and except for any deductible provisions, as permitted under Section 1 hereof. The Association shall, at least every three (3) years, obtain an appraisal for insurance purposes which shall be maintained as a permanent record, showing that the insurance in any year represents one hundred percent (100%) of the replacement value of the facilities in the Common Areas and Green Areas.

Section 3. Public Liability and Property Damage Insurance. The Association shall obtain and maintain comprehensive general liability insurance including non-owned and hired automobile liability coverage, owned automobile liability coverage if there are any owned automobiles, personal injury liability coverage, products coverage covering liabilities of the Association, its officers, directors, employees, agents and Members arising in connection with ownership, operation, maintenance, occupancy, or use of the Common Areas and Green Areas and any other area the Association is required to restore, repair or maintain pursuant to this declaration with bodily injury liability limits not less than $500,000.00 for each occurrence and property damage liability of not less than $500,000.00 for each occurrence, or $500,000.00 in the aggregate.

Section 4. Workmen's Compensation and Employer's Liability Insurance. The Association shall obtain and maintain workmen's compensation and employer's liability insurance as may be necessary to comply with applicable laws.

Section 5. Fidelity Insurance. The Association shall also maintain adequate fidelity coverage, if available, to protect against dishonest act on the part of directors, officers, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such fidelity bonds shall (i) name the Association as an obligee, (ii) be written in an amount equal to at least one hundred percent (100%) of the estimated annual operating expenses of the Association, including reserves, (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression., and (iv) provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premiums) without at least fifteen (15) days written notice to the first mortgagees and the Association.

Section 6. Other Insurance. The Association may obtain such additional insurance coverage against such additional risks as it shall determine to be appropriate.

Section 7. Indemnification. Each Officer and Director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an Officer or Director of the Association, of any settlements thereof, whether or not he is an Officer or Director of the Association at the time such expenses are incurred, except in such cases wherein such Officer or Director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties: provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Revocation and Amendment. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless approved in writing by Owners holding seventy-five percent (75%) or more of the total vote hereunder and by seventy-five percent (75%) or more of the holders of any recorded mortgage or deed of trust affecting any or all of the Lots, who have given the Association notice of their interest in any Lot. Such amendment or revocation shall be effective when duly recorded: provided, however, that any amendment or revocation must comply with the Statutes of Texas and the resolutions and Ordinances of Tarrant County, Texas, or of any successor governmental entity having jurisdiction over the Properties, in existence at the time such amendment becomes effective.

Section 2. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an Owner at such registered mailing address. All notices, demands or other notices, intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid to 807 Forest Ridge, Suite 104, Bedford, Texas 76022, until such address is changed by a notice of address change mailed to each Owner by the Association.

Section 3. Enforcement. The Association or the Owner or Owners of any of the Properties may enforce the restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations, either to recover damages for such violation, including reasonable attorney's fees incurred in enforcing these covenants, or to restrain such violation or attempted violation, or to modify or remove structures fully or partially completed or in violation hereof shall be commenced no later than one year from the date of the violation for which the action is sought to be brought or maintained. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall not be liable to reimburse any Owner for attorney's fees or costs incurred in any suit brought by an Owner to enforce or attempt to enforce these covenants.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court decree shall in no wise affect any other provisions which shall remain in full force and effect. Nothing herein shall be in conflict with Texas Homestead law. Should a provision herein be in conflict, Texas Homestead Law shall apply. All other provisions shall remain in full force and effect.

Section 5. Effect of Ordinances. Police, fire and other public safety ordinances of any governmental corporation or unit having jurisdiction over any portion of the Properties shall govern where more restrictive than these covenants and restrictions.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: SOUTH CREEK, INC.

Mary L. Sanders
Secretary

By: Larry R. Cole
Larry R. Cole, President

STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 14th day of August, 19 88, by LARRY R. COLE as President of SOUTH CREEK, INC., a Texas Corporation.

Witness my hand and official seal.

Jerry M. Ferguson
Notary Public in and for
The State of Texas
Jerry M. Ferguson

My Commission Expires: 11-21-89

09360 0492

RETURN TO:

SOUTH CREEK, INC.
807 Forest Ridge, #106
Bedford, Texas 76022

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.

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DECLARATION OF COVENANTS AND RESTRICTIONS

OF

WOODLAND HILLS HOMEOWNERS ASSOCIATION

THIS DECLARATION, made this 18th day of June, 1986, by Southcreek, Inc., a Texas Corporation, hereinafter called Declarant,

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property in the County of Tarrant, State of Texas, more particularly described as:

And the property which is described herein on Exhibit "A" which shall be deeded by the Declarant to the Homeowners' Association as well as an Easement to the channel which is described on Exhibit "B" which is attached hereto for all purposes and incorporated herein by reference.

AND WHEREAS, Declarant desires to subject property to the conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and charges. Such easements, covenants, restrictions and charges (hereinafter sometimes referred to as "covenants and restrictions") shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Association" shall mean Woodland Hills Homeowners Association, Inc., a Texas corporation not for profit, its successors and assigns.

B. "The Properties" shall mean all the property hereinabove described and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

C. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as the Green Areas.

D. "Designated Public Properties" shall mean land within the Properties dedicated to public use not owned by Declarant or the Association. Such designated public properties shall include, but not be limited to, sidewalks and the median parkway.

E. "Member" shall mean every person or entity who holds Membership in the Association.

F. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties.

G. "Declarant" shall mean and refer to Southcreek, Inc., a Texas corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of

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development.

H. "Street" means any highway or other thoroughfare as shown on any recorded plat of the Properties.

I. "Green Area" shall refer to the sidewalk and landscape improvements within the public right-of-way along Martin Parkway.

J. "Common Area" shall mean and refer to any area designated for recreation use for the common enjoyment of all the residents of the Villages of Woodland Hills.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. Additions to the Properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the the Villages of Woodland Hills Properties.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the sole discretion of Declarant. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to the Properties subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject it to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Voting Rights. There shall be two classes of voting Membership.

A. Class A Members will be all those Members other than the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Section 1. When Class B Membership has been coverted to Class A Membership, all Directors of the Association shall be elected by the Class A Members.

B. The Class B Members shall be the Declarant or its successors or

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assigns. Class B Members shall be entitled to four votes for each Lot owned by the Declarant or its successors or assigns, and shall be entitled to elect all Members of the Board of Directors of the Association. Class B Membership may cease and be converted to Class A Membership at the option of the Class B Member, its successors or assigns by its written notice to the Secretary of the Association, and shall cease and be converted to Class A Membership without further act or deed when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

C. As long as a Class B Membership exists, Associate Memberships in the Association will not be established by the Board of Directors of the Association without an affirmative vote of a majority of the Class A Members of the Association.

D. Should any Builder own any lot which is the subject of these restrictions, that builder shall assign his voting rights to the developer. Said voting rights will be voted as Class A Membership and not Class B Membership.

ARTICLE IV

ADMINISTRATION AND MANAGEMENT

The administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association. As shown and reserved to Declarant in the Articles of Incorporation and By-Laws for the Association, the designation and appointment of the Board of Directors for the Association may, at Declarant's option, be exercised solely by the Declarant until the Class B Membership terminates.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association to limit the number of guests of Members.

B. The rights of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Green Area and with written consent of the Members entitled to vote seventy-five percent (75%) the votes of each class of Membership to mortgage said Common Areas and Green Areas as security for any such loan.

C. The right of the Association to promulgate and publish rules and regulations which each Member shall strictly comply with.

Section 2. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be owned by the Members of the Association and their interest therein shall not be transferable except that the interest of a Member who is an Owner shall be deemed to be transferred upon the transfer of the Member's Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each Owner may use such personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the the other Owners. Sale of a Lot under foreclosure shall thereby entitle the purchase thereof to the beneficial interest in the personal property associated with the Lot.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessment.

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Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of the deed therefore, whether or not it shall be so expressed in acceptance of the deed therefore, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Properties and in particular for the improvements and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of homes situated upon the Properties and any other purpose reasonable, necessary or incidental to such purposes.

Section 3. Basis of Annual Assessment. Unless changed by vote of the Membership, as hereinafter provided, the maximum annual assessment for any Lot owned by Class A Members on which is located in a single family detached dwelling shall be $250.00 per year. The assessment for Lots owned by Class A Members shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development within six (6) months after its annexation to the Properties, having in mind the additional amenities furnished to the particular Lot not otherwise available to the Members. Such assessment ratio shall not thereafter be changed by the Board of Directors without approval of sixty-six percent (66%) of the Members. Lots owned by the Class B Members shall not be levied upon or liable for any annual or special assessment.

The assessments shall be based upon the cash requirements deemed to be such aggregate sums as the Board of Directors of the Association shall from time to time determine is necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Green Area, which sum may include, but not limited to, any special assessments on the Common or Green Areas, insurance premiums for vandalism and malicious mischief, with endorsements attached, issued in the amount of the maximum replacement value of all of the Common Area improvements; casualty and public liability and other insurance premiums; landscaping and care of grounds; streets, lighting, repairs and renovations of Common Areas and Green Areas, wages, charges for water used by the Assocation, grounds maintenance, any expenses of providing security and protection for the Owners, legal and accounting fees, management fees, expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration, the payment of any deficit remaining for a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as any and all other costs and expenses necessary to carry out the terms and intent of this Declaration. The Association shall maintain an adequate reserve fund out of the annual assessments rather than by period assessment for the maintenance, repair and replacement of those elements of the Common Area and Green Areas that must be replaced on a periodic basis. The Board of Directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum. Such reserve fund shall not be used to construct or establish new capital improvements without an affirmative vote of one-half of each class of Members.

Any agreement for management of the Associations's business or any other contract for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of three (3) years.

The maximum annual assessment may be changed as follows:

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A. From and after January 1, 1988, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership.

B. From and after January 1, 1988, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-half (1/2) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. Upon vote of the Members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the costs of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Common Area or Green Area, including necessary fixtures and personal property releated thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person, or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more that sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The assessment ratio for any Lot, as determined pursuant to Section 3, shall be applicable to special assessment.

Section 5. Voting and Notices for Special Assessment and Change of Maximum Assessment. Written notice of any meeting of Members called to change the maximum annual assessment or to levy a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the date of such meeting, setting forth the purpose of the meeting.

Section 6. Quorum for Action Authorized Under Section 4 and 5. The quorum required for any action authorized in Section 4 and 5 of this Article VI shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as determined by the Board of Directors of the Association, shall be made for the balance of the calendar year, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on or before February 1 of such year, and at the Board's discretion may be collected on a monthly basis.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessments for the first time shall be prorated on a calendar year basis according to the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 8. Duty of the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot and give the Owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep the roster in the Association office subject to inspection by any Owner.

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The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such Owner have been paid.

Section 9. The Effect of Non-payment of Assessments; Lien of Association. If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and the Owner shall be laible for a delinquency charge of $20.00 and the assessment shall bear interest at the rate of ten percent (10%) per annum for such due date. The Secretary of the Association shall file in the office of the Tarrant County Clerk and Recorder anytime after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest, as set forth above, shall constitute a lien on such Lot from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the Owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the Owner shall be liable for the Association's court costs and disbursements and a reasonable attorney's fee to be fixed by the Court, such costs, disbursements and attorney fees to be further secured by such lien. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or Green Areas or abandonment of his Lot. The Association shall give notice in writing to the first mortgagee of any Owner who is in default in the payment of any assessment hereunder and who has not cured such default within sixty (60) days after the due date, provided that such first mortgagee has previously given notice in writing to the Association of the existence of such mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 11. Records of Receipts and Expenditures. The Association shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common and Green Areas, specifying and itemizing the maintenance and repair expenses of the Common and Green Areas and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available on request for examination by the Owners and others with an interest such as encumbrancers or prospective lenders.

Section 12. Protection of Mortgagees. First mortgagees of Lots may pay taxes or other charges or assessments which are in default and which may become a lien against the Common or Green Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common and Green Areas and the first mortgagees making such payments shall be owed immediately reimbursement therefore from the Association.

ARTICLE VII

RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS

Section 1. Use Restrictions. The following restrictions shall be applicable to the use of any property subject to this Declaration:

A. No Lot on the Properties shall be used for any purpose other than residential purposes unless otherwise shown on the official recorded plat.

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B. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the Properties, except that not more than two (2) dogs, cats, or other household pets in the aggregate may be kept on any Lot within the rear private fenced yard, but only if they are not raised, bred, kept or maintained for any commercial purpose. No horses shall be kept on the Properties. Dogs owned by Owners or their guests shall not be permitted to run at large but shall be kept under the control of such Owner or guest of such Owner by leash, cord or chain. The Owner of any dog shall immediately remove excrement deposited by said dog upon the Green Area.

C. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Properties.

D. No noxious or offensive activity shall be carried on or upon the Properties or any part thereof, nor shall anything be done or maintained thereon which may be or become from its value as an attractive residential community. Habitually barking, howling or yelping dogs shall be deemed a nuisance. Garage doors shall be kept closed when not in use. Patios and balconies shall not be used for storage other than of patio furniture.

E. No Owner or occupant shall remove or significantly alter any tree in any street, right-of-way, park, or recreational area or other part of the Common Area unless permission in writing is first granted by the Association.

F. No Lot shall be used or maintained as a dumping ground for rubbish, grass clippings, garbage or trash. Garbage and other waste shall be kept in sanitary containers. All containers for the storage or disposal of such materials shall be kept inside the living unit or connected garage, except on the scheduled trash pick-up days.

ARTICLE VIII

RESTRICTIONS ON USE OF PROPERTY BY DECLARANT

So long as Declarant owns any interest in the Properties, Declarant excepts, excludes and reserves the following from each and every deed and instrument of conveyance executed and delivered by it to the Owner of a Building Site or Living Unit:

A. The right to maintain sales and administration offices, construction office or trailer and model homes with parking facilities on the Properties and to conduct sales activities therein so long as the Declarant is the Owner of any of the Properties.

B. The right to construct and complete the construction of living units, buildings, drives, lanes, roads and all other improvements on the Properties, and to repair and maintain the Common Areas and Green Areas. In connection therewith, Declarant reserves the right to use and excavate the surface and subsurface of the ground for the erection, construction and installation of said improvements and foundations, footings, floorings and basements. Declarant also reserves the right to extend the drives, lanes and roads located or to be located on the Properties, the right to lease and rent such living units, and the right to sell, grant and convey title to purchasers of such subsequently constructed living units. Said purchasers shall become regular Members of the Association. Furthermore, Declarant also reserves the right to use and occupy so much of the Properties as may be necessary for the construction, reconstruction, maintenance and operation of any of said living units, Lots and Common Areas and Green Areas and other improvements including, but not limited to, the right to locate, install, maintain and repair all utilities and utility lines necessary for construction, reconstruction, maintenance and operation. Declarant, in addition, reserves the right to convey to any County, water district, sanitary sewer district or other municipal or quasi-municipal corporation all sewer lines and mains, and water mains and pipelines constructed or to be constructed on the Property, together with suitable rights of way over said lands for the required maintenance, repair, replacement and operation thereof.

C. The right to grant and convey to others, whether or not they are Owners of Lots in the Properties, equal rights to a non-exclusive easement for ingress and egress along, over and across all the roads, and all extensions thereof now or hereafter constructed.

ARTICLE IX

RESTRICTIONS ON TYPE OF STRUCTURE PERMITTED

Section 1. Restrictions on Structures. In addition to the requirements imposed by any County or municipal corporation having jurisdiction over the Properties, the following restrictions apply to structure, improvements and personal property on the Properties.

A. No dwelling shall be erected on any part of the herein described real property containing less than 3,500, 3,000, 2,800, 2,500 square feet of principal living area, said living area to be fully enclosed as shall be designated on Exhibit "D" hereof which lots shall fall under which square foot designation. For one & one-half or two story houses, 1500 square feet will be minimum on the first floor. Exposed exterior wall area of the first floor, exclusive or doors, windows, or gables shall be 75% masonry. Masonry material shall be quality and appearance equal or superior to standard clay or shale common brick, color pigment Portland Cement brick or Quarried stone. Roofs shall be wood shingles as approved by City of Colleyville. Any change in this requirement shall be at the exclusive election of the Dedicator or the Architectural Control Committee. Porches, terraces, unfinished basement areas, guests houses, servant quarters and garages shall not be construed as living area. No single family dwelling shall be more than two stories in height, including the main floor level. No more than one living unit shall be built on each Lot. No outhouse of any kind, tent, shed or trailer, or any other temporary dwelling, shall be erected or maintained on any Building Site or be used for living purposes, nor shall any garage be used for dwelling purposes. Garden sheds or tool sheds may be erected, however, with the approval of the Architectural Committee. Every residence on a corner lot shall face on the street designated by the undersigned and shall present a good appearance on the other street on which it is located.

Garages: All garages shall be rear, or side entry. All corner lots shall have a rear entry garage only.

B. No trailer, motor home, camper, including vehicle mounted camper whether cassis or slide in, or pickup coach, tent, boat or truck (except pickup) shall be parked, placed, erected, maintained or constructed on any Lot or street for any purpose. However, trailers, campers, motor homes, pickup coaches, tents or boats which can be and are stored completely within attached garages or enclosures acceptable to the Architectural Control Committee and are not used for living purposes will not be in violation of these restrictions. All vehicles belonging to occupants must be parked overnight in the occupants driveway or in the above mentioned enclosure. In no case may the occupants vehicles be parked overnight on the streets of the subdivision or within the improved yard of the occupant.

C. No fence shall be erected on any residential lot nearer to the front property line than five (5) feet behind the front of the main residence, and no fence shall be erected on any corner lot nearer to the side streets than five (5) feet of the property line of such lot. No fence may be installed upon any pedestrian easement, unless approved by the Architectural Control Committee. All fences shall be of wooden material, unless other type of material is approved by the undersigned prior to the installation.

ARTICLE X

RESTRICTIONS REGARDING CONSTRUCTION AND MAINTENANCE

Section 1. Architectural Committee. The Architectural Control Committee is composed of Larry R. Cole, Paul Gerrard Smith and Cary S. Hy. The majority of any Architectural Control Committee may designate one or more representatives to act for it. In the event of death or resignation of any Member of the Committee, the remaining Members shall have full authority to

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designate a successor. Neither the Members of the Committee, nor its designated representative shall be entitled to any compensation for the services performed to this covenant. When the Class B Membership terminates, the Board of Directors of the Association shall thereafter act as the Architectural Control Committee.

Section 12. Restrictions on Contruction, Maintenance and Improvements. The following restrictions are applicable to construction, maintenance, and improvements on the properties:

A. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot, or parcel of land, upon which the improvements are to be erected, and shall not be placed in the street between the pavement and property lines.

No stumps, trees, underbrush or any refuse of any kind, nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material shall be immediately removed. Any material left on the lot or adjoining lots that is not disposed of promptly may be disposed of by the Developer and payment for such service to be borne by the builder or homeowner.

B. No erection of buildings or exterior additions or alterations including signs to any building situated upon the properties, nor any construction of any kind whatsoever, nor erection of or changes or additions in fences hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and locations in relation to surrounding structures and topography by an Architectural Control Committee, or by three (3) or more representatives appointed by the Board. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in the event, if no suit to enjoin the addition, alteration or changes has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representatives shall be entitled to compensation for services performed pursuant to the Article. Duplicate plans for the erection of any structure on any lot must be prepared by a registered architect or recognized professional designer and shall be submitted to the Architectural Control Committee for approval, one of which will be retained in the Developer's permanent files. All plans shall contain as a minimum, the following information:

a. A foundation plan showing a cross section of the beams, etc., with reinforced steel indicated.

b. A floor plan showing the total square feet of living area.

c. The exterior elevation showing the front, rear and the side elevations, complete with all ornamental and decorative details.

d. The specifications indicating type, grade and color, where applicable, of all exterior materials must be shown.

e. A plot plan showing the location of improvements, sidewalks, patios, driveways, fences, and retaining walls. Lot drainage provisions are to be indicated and cut and fill details, if any, appreciable changes in the lot contours is contemplated.

B.1. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove withing thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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B.2. All houses and structures permitted under these restrictions shall be completed within twelve (12) months, once construction is started. No house shall be occupied as a residence until it is completed in accordance with the provisions of these covenants. No house or structure may be occupied until the premises are properly connected with the city sewage system.

C. No sign or radio or TV antenna of any kind shall be displayed to the public view on any part of the above described property, except one professional sign per dwelling of not more than five square feet advertising a dwelling for sale or rent, and signs used by a builder to advertise dwellings or dwelling during the construction and sale period. The Declarant is permitted to use larger signs during the promotional period and erect permanent signs near the entrances to the subdivisions.

D. No permanent outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within the Properties. All purchasers of Lots within the Properties, their heirs, successors, and assigns, shall use underground service wires to connect their premises and the structure built thereon to the underground electric or telephone utility facilities.

E. No fences or landscaping shall be done by a Lot Owner in Green Areas without the written approval of the Architectural Control Committee.

F. As soon as the growing season reasonably permits, the grounds around all living units shall be seeded, sodded or otherwise planted by the Owner thereof with grass or other ground cover or plantings and maintained in a clean and attractive manner free of dust and weeds. All fences on Lots shall be maintained in good repair and in a clean and attractive manner.

G. Sidewalks will be required to be installed by builder on each side of Martin Parkway.

Section 3. Right of Entry of Association Representative. Any agent or officer of the Association may at any reasonable hour or hours during construction or remodeling, enter and inspect any of said property as to its maintenance or improvements to determine if there has been compliance with the provisions thereof. The Association, and any agent, or officer thereof, shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Association may issue a certificate of completion and compliance as to any property so inspected.

Section 4. Evidence of Compliance with Restrictions. Records of the Association with respect to compliance with the provisions of this Declarant shall be conclusive evidence as to all matters shown by such records. Issuance of a certificate of completion and compliance by the Secretary or an Assistant Secretary of the Association showing that the plans and specifications for the improvements or other matters herein provided for have been approved and that such improvements have been made in accordance therewith, or a certificate as to any matters relating to this Declaration by the Secretary or an Assistant Secretary of the Association shall be conclusive evidence that shall justify and protect any title company insuring title to any property subject to this Declaration and shall fully protect any purchaser or encumbrancer in connection therewith. After the expiration of one year following the issuance of a building permit by County or other governmental authority, any structure, work, improvement or alteration shall be deemed to be in compliance with the provisions thereof unless a notice of non-compliance executed by the Association shall have been recorded in the office of the County Clerk in which the Property is located, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 5. Building Setback Lines. Every residential building erected upon any lot or premises shall not protrude forward of the building line shown on the recorded plat. The front of said dwellings shall be located back of the recorded front property line. No residence, dwelling or outbuilding shall be erected nearer than five (5) feet from the inside line of such building plat or premises or nearer than fifteen (15) feet from the side street of such building plat or premises or nearer than the rear ten (10) feet of any yard.

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The undersigned reserves the right to change, in writing, any building lines shown on the plat referred to herein or setback lines from the side lines shown on the said plat referred to in the restrictions, so long as the undersigned hold legal title to such lots and likewise, reserves the right to make such changes with the consent of the owners of the property involved after the undersigned has conveyed the title to such property.

Section 6. Minor Violations of Setback Restrictions. If upon the erection of the first single family dwelling upon any of the Lots which are subject to these restrictions, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement may be waived by the written consent and waiver of the Owners of the Lots immediately adjoining on either side of the Lots upon which the violation or infringement occurs, and such waiver shall be binding upon all other Owners which are subject to these restrictions. Nothing herein contained shall prevent the prosecution of a suit for any other violation of the restrictions contained in this Declaration. A "minor violation" for the purpose of this section is a violation of not more than two feet beyond the required setback lines. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to such structure.

ARTICLE XI

INSURANCE AND INDEMNIFICATION

Section 1. Insurance Requirements Generally. The Association shall obtain and maintain in full force and effect at all times certain casualty, liability and other insurance as hereinafter provided. All such insurance shall be obtained, to the extent possible from responsible companies duly authorized and licensed to do insurance business in the State of Texas with a rating in Best's Insurance Reports (or any comparable publication) of at least BBB+ (or any comparable rating).

To the extent possible, the casualty, property and liability insurance shall:

A. Provide for a waiver of subrogation by the insurer as to claims against the Association, its Directors, Officers, employees, agents, and Members.

B. Provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least thirty (30) days prior written notice to the Association.

Any insurance policy may contain such deductible provisions as the Association deems consistent with good business practice. The cost and expense of all insurance obtained by the Association shall be paid for out of Association funds collected by assessments and otherwise as elsewhere provided in the Declaration.

Section 2. Casualty Insurance. The Association shall obtain and maintain at all times insurance coverage providing all risk coverage or the nearest equivalent available for the full replacement cost of the Common Area and Green Area improvements and personal property of the Association in the amount of the full replacement value without deduction for depreciation. The insurance shall provide that it cannot be cancelled by either the insured or the insurance company until after at least thirty (30) days prior written notice is given to the Association.

The insurance described in this paragraph shall be inflation coverage insurance, if such insurance is available, which insurance at all times represents one hundred percent (100%) of the replacement value of all facilities in the Common Area and Green Areas, except land, foundation, excavation and other items normally excluded from coverage and except for any deductible provisions, as permitted under Section 1 hereof. The Association shall, at least every three (3) years, obtain an appraisal for insurance purposes which shall be maintained as a permanent record, showing that the insurance in any year represents one hundred percent (100%) of the replacement value of the facilities in the Common Areas and Green Areas.

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Section 3. Public Liability and Property Damage Insurance. The Association shall obtain and maintain comprehensive general liability insurance including non-owned and hired automobile liability coverage, owned automobile liability coverage if there are any owned automobiles, personal injury liability coverage, products coverage covering liabilities of the Association, its officers, directors, employees, agents, and Members arising in connection with ownership, operation, maintenance, occupancy, or use of the Common Areas and Green Areas and any other area the Association is required to restore, repair or maintain pursuant to this declaration with bodily injury liability limits not less than $500,000.00 for each occurrence and property damage liability limits of not less than $500,000.00 for each occurrence, or $500,000.00 in the aggregate.

Section 4. Workmen's Compensation and Employer's Liability Insurance. The Association shall obtain and maintain workmen's compensation and employer's liability insurance as may be necessary to comply with applicable laws.

Section 5. Fidelity Insurance. The Association shall also maintain adequate fidelity coverage, if available, to protect against dishonest acts on the part of directors, officers, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such fidelity bonds shall (i) name the Association as an obligee, (ii) be written in an amount equal to at least one hundred percent (100%) of the estimated annual operating expenses of the Association, including reserves, (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, and (iv) provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premiums) without at least fifteen (15) days written notice to the first mortgagees and the Association.

Section 6. Other Insurance. The Association may obtain such additional insurance coverage against such additional risks as it shall determine to be appropriate.

Section 7. Indemnification. Each Officer and Director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an Officer or Director of the Association, or any settlements thereof, whether or not he is an Officer or Director of the Association at the time such expenses are incurred, except in such cases wherein such Officer or Director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Revocation and Amendment. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless approved in writing by Owners holding seventy-five percent (75%) or more of the total vote hereunder and by seventy-five percent (75%) or more of the holders of any recorded mortgage or deed of trust affecting any or all of the Lots, who have given the Association notice of their interest in any Lot. Such amendment or revocation shall be effective when duly recorded; provided, however, that any amendment or revocation must comply with the Statutes of Texas and the resolutions and Ordinances of Tarrant County, Texas, or of any successor governmental entity having jurisdiction over the Properties, in existence at the time such amendment becomes effective.

Section 2. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an Owner at such registered mailing address. All notices,

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demands or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid to 807 Forest Ridge Drive, Suite 104, Bedford, Texas 76022, until such address is changed by a notice of address change mailed to each Owner by the Association.

Section 3. Enforcement. The Association or the Owner or Owners of any of the Properties may enforce the restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations, either to recover damages for such violation, including reasonable attorney's fees incurred in enforcing these covenants, or to restrain such violation or attempted violation, or to modify or remove structures fully or partially completed or in violation hereof shall be commenced no later than one year from the date of the violation for which the action is sought to be brought or maintained. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall not be liable to reimburse any Owner for attorney's fees or costs incurred in any suit brought by an Owner to enforce or attempt to enforce these covenants.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court decree shall in no wise affect any other provisions which shall remain in full force and effect. Nothing herein shall be in conflict with Texas Homestead Law. Should a provision herein be in conflict, Texas Homestead Law shall apply. All other provisions shall remain in full force and effect.

Section 5. Effect of Ordinances. Police, fire and other public safety ordinances of any governmental corporation or unit having jurisdiction over any portion of the Properties shall govern where more restrictive than these covenants and restrictions.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

ATTEST: SOUTHCREEK, INC.

Secretary By: LARRY R. COLE, President

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 18th day of October, 1986, by LARRY R. COLE as President of SOUTHCREEK, INC., a Texas corporation.

Witness my hand and official seal.

Notary Public in and for the State of Texas

My Commission Expires: 1-28-89

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STATE OF TEXAS §

COUNTY OF TARRANT §

This document is being refiled because of inadvertent errors in this document previously filed and this document is to correct the following matters:

1. To include Exhibit "B"
2. To complete Exhibit "C"

In witness whereof, this instrument is executed on this, the [illegible] day of [illegible], 19[illegible].

SOUTHCREEK, INC.

BY: [illegible]
LARRY W. COLE, President

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared [illegible] President, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said SOUTHCREEK, INC., a Corporation, and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the [illegible] day of [illegible], 19[illegible].

GAYLE ROBERTSON
COMMISSION EXPIRES
AUGUST 7, 1989

NOTARY PUBLIC FOR THE STATE OF TEXAS
Notary's Typed Name: _____
My Commission Expires: _____

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Exhibit A

A tract of land situated in the JOSEPH SCREECH SURVEY, Abstract 1404, and the S.E.H. MITTEN SURVEY, Abstract 1734, in the City of Colleyville, Tarrant County, Texas, and being more particularly described by the metes and bounds as follows:

COMMENCING at an iron pin being the most northerly northwest corner of Woodland Hills Addition, Fourth and Fifth Filing as recorded in Volume 388-195, Page 12, of the Plat Records of Tarrant County, Texas, said pin also being the northeast corner of a tract of land owned by Donald Philpot as recorded in Volume 6142, Page 466, of the Plat Records of Tarrant County, Texas, said pin also being the centerline of Glade Road (a future 80' R.O.W.); S 00°09'45" E, 40.00 feet along the west line of said Woodland Hills Addition to an iron pin for corner; S 89°56'53" E, 180.00 feet alogn the north line of said Woodland Hills Addition to an iron pin, said iron pin also being the POINT OF BEGINNING of the herein described tract;

THENCE S 89°56'53" E, 225.68 feet to an iron pin for corner;

THENCE S 15°34'58" W, 198.28 feet to an iron pin being the point of curvature of a curve to the left having a central angle of 17°43'39", a radius of 50.00 feet, a tangent length of 7.80 feet, a chord bearing of S 06°43'09" W, and a chord distance of 15.41 feet for corner;

THENCE 15.47 feet along said curve to an iron pin for corner;

THENCE S 02°08'43" E, 288.85 feet to an iron pin being the point of curvature of a curve to the left having a central angle of 34° 51'42", a radius of 40.00 feet, a tangent length of 12.56 feet, a chord bearing of S 19°34'34" E, and a chord distance of 23.96 feet for corner;

THENCE 24.34 feet along said curve to an iron pin for corner;

THENCE S 37°00'28" E, 110.13 feet to an iron pin being the point of curvature of a curve to the right having a central angle of 24°57'58", a radius of 550.00 feet, a tangent length of 121.76 feet, a chord bearing of S 24° 31' 28" E, and a chord distance of 237.77 feet for corner;

THENCE 239.66 feet along said curve to an iron pin for corner;

THENCE S 12°02'29" E, 273.05 fet to an iron pin being the point of curvature of a curve to the left having a central angle of 51°09'22", a radius of 125.00 feet, a tangent length of 59.83 feet, a chord bearing of S 37° 37'10" E, and a chord distance of 107.94 feet for corner;

THENCE 111.61 feet along said curve to an iron pin for corner;

THENCE S 63°11'52" E, 256.65 feet to an iron pin being the point of curvature of a curve to the right having a central angle of 33°56'18", a radius of 225.00 feet, a tangent length of 68.66 feet, a chord bearing of S 46°13'43" E, and a chord distance of 131.34 feet for corner;

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Exhibit A

THENCE 133.28 feet along said curve to an iron pin for corner;

THENCE S 55°56'25" E, 189.86 feet to an iron pin for corner, said iron pin also being on the west right-of-way line of Martin Pa5rkway (a 60' R.O.W.);

THENCE S 18°45'52" W, 671.89 feet along the west right-of-way line of said Martin Parkway (a 60' R.O.W.) to an iron pin being the point of curvature of a curve to the left having a central angle of 02°21'55", a radius of 1038.00 feet, a tangent length of 21.26 feet, a chord bearing of S 17°34' 55" W, and a chord distance of 42.52 feet for corner;

THENCE 42.52 feet along said curve and the west right-of-way line of said Martin Parkway (a 60' R.O.W.) to an iron pin for corner;

THENCE West 358.76 feet to an iron pin for corner;

THENCE S 83°33'46" W, 413.67 feet to an iron pin for corner;

THENCE S 63°58'45" W, 321.81 feet to an iron pin for corner; being on the east line of said Brook Meadows Addition, First Filing for corner;

THENCE along the east line of said Brook Meadows Addition, First Filing, the following: N 00°04'05" E, 669.12 feet to an iorn pin for corner;

THENCE N 42°31'17" E, 486.34 feet to an iron pin being the point of curvature of a curve to the right having a central angle of 22°26'40", a radius of 375.00 feet, a tangent length of 74.40 feet, a chord bearing of N 53° 44' 37" E, and a chord distance of 148.96 feet for corner;

THENCE 146.90 feet along said curve to an iron pin for corner;

THENCE N 64°57' 56" E, 90.35 feet to an iron pin being the point of curvature of a curve to the left having a central angle of 71°40'45", a radius of 50.00 feet, a tangent length of 36.11 feet, a chord bearing of N 29°07' 34" E, and a chord distance of 58.55 feet for corner;

THENCE N 06°42'47" W, 303.56 feet to an iron pin being the point of curvature of a curve tot he left having a central angle of 29°38'06", a radius of 350.00 feet, a tangent length of 92.59 feet, a chord bearing of N 22° 11'25" W, and a chord distance of 179.02 feet for corner;

THENCE N 37°00'28" W, 195.66 feet to an iron pin being the point of curvature of a curve to the left having a central angle of 11°24'40", a radius of 275.00 feet, a tangent length of 27.48 feet, a chord bearing of N 05° 32'35" E, and a chord distance of 54.68 feet to an iron pin, being the east right-of-way line of Melrose Park Drive (a 50' R.O.W.) for corner;

THENCE along the east right-of-way line of said Melrose Park Drive (a 50' R.O.W.) the following: N 00°09'45" W, 472.43 feet to the POINT OF BEGINNING and containing 29.403 acres (1,280,796.15 square feet) of land.

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EXHIBIT "B"

The Villages Of Woodland Hills Subdivision
City of Colleyville, Tarrant, Texas

The easements to the rear of each adjoining lot more particularly shown on the platted lots in the following filings:

	Volume	Page
Lots 50 thru 68/Block 6 First Filing Revised	388-186	52
Lots 69 thru 85/Blk 6 Second Filing Revised	388-186	56
Lots 14, 15R, 16, 17, 18, 19R/Blk 15 2nd Filing Revised	388-186	56
Lots 20 thru 29/Block 15 Sixth Filing Amended	388-181	65
Lots 1 thru 12/Block 15 Seventh Filing Revised	388-186	54

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Exhibit C

Square Footage Minimum	Lot	Block
4,000 sq. ft.	Lots 39 - 44	6
3,500 sq. ft.	Lots 34 - 38	6
3,500 sq. ft.	Lots 13 - 19	13
3,000 sq. ft.	Lots 08 - 12	13
3,000 sq. ft.	Lots 17 - 22	1
3,000 sq. ft.	Lots 06 - 10	7
3,000 sq. ft.	Lots 28 - 33	6
2,800 sq. ft.	Lots 01 - 05	7
2,800 sq. ft.	Lots 01 - 05	1
2,800 sq. ft.	Lots 23 - 27	6
2,800 sq. ft.	Lots 01 - 07	13
2,800 sq. ft.	Lots 08 - 14	4
2,800 sq. ft.	Lots 08 - 11	3
2,800 sq. ft.	Lots 01 & 02	2
2,800 sq. ft.	Lots 14 - 16	1
2,500 sq. ft.	Lots 06 - 13	1
2,500 sq. ft.	Lots 17 - 22	6
2,500 sq. ft.	Lots 01 - 07	3
2,500 sq. ft.	Lots 01 - 07	4

The above described square footage minimums are the designated house size minimums as outlined in Article IX, Section 1, Paragraph A of the Restrictive Covenants for the 5th Filing (Revised) on the Woodland Hills Subdivision to the City of Colleyville as recorded in Volume 8594, Page 2326 of the Deed Records of Tarrant County, Texas.

DECLARATION OF COMMANDS AND RESTRICTIONS

TO

THE PUBLIC

TARRANT FILED

86 SEP 26 P2:08

MADRIN COUNTY

BY

RETURN TO:

FIRST AMERICAN TITLE COMPANY
150 WESTPARK WAY SUITE 100
EULESS, TEXAS 76040

TARRANT FILED

86 JUN 27 AM 9:55

COUNTY CLERK

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

SEP 26 1986

Madrin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Named Records of Tarrant County, Texas, as stamped hereon by me.

JUN 27 1986

Madrin Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

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.

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TWTC CT# AR 121976-HM

SUPPLEMENTAL DECLARATION

to the

DECLARATION OF COVENANTS AND RESTRICTIONS

of

WOODLAND HILLS HOMEOWNERS ASSOCIATION

an Addition to the City of Colleyville, Tarrant County, Texas

WHEREAS, on the 18th day of June, 1986, Southcreek, Inc., a Texas Corporation, signed a certain Declaration of Covenants and Restrictions Woodland Hills Homeowners Association, which has been recorded in Volume 8698 Page 533 of the Deed Records of Tarrant County, Texas ("the Declaration"), and

WHEREAS, as more fully provided therein, additional property may be subjected to said Declaration;

WHEREAS, LCCS, Inc., a Texas Corporation, owns certain property contiguous to the Villages of Woodland Hills, known as the "Woodland Heights" Addition, and desires to add such property to the scheme of the Declaration and to subject the property to the jurisdiction of the Woodland Hills Homeowners Association, Inc., and

WHEREAS, on February 12, 1992, at a duly called meeting of the members of the Woodland Hills Homeowners Association, by the affirmative vote of a majority of the members, the members approved the addition of the Woodland Heights Addition to the scheme of the Declaration and to subject the property to the jurisdiction of the Woodland Hills Homeowners Association, Inc.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS;

A. **Property Added.** All Lots within the Woodland Heights Addition (more particularly known as Lots 1 through 7, Block 20, and Lots 8 through 27, Block B1, 10th Filing, Woodland Hills Addition as recorded in Cabinet A, Slide 930, Plat Records of Tarrant County, Texas) to the City of Colleyville, Texas, are hereby declaxed to be subject to the Declaration described above, and the Articles of Incorporation, Bylaws and rules and regulations of the Woodland Hills Homeowners Association, Inc., and all amendments and supplements thereto.

B. **Mandatory Membership.** Every person or entity who is a Record owner of a fee or undivided fee interest in any Lot in the Woodland Heights Addition, including contract sellers ("Owners"), shall be a mandatory Class A member of the Woodland Hills Homeowners Association, Inc. and, by acceptance of the Deed for said Lot, whether or not it shall be expressed in the deed therefore, agrees to abide and be bound by the Articles of Incorporation, Bylaws, Rules and Regulations and Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association, as well as any amendments or supplements thereto. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation.

Membership shall be appurtenant to and may not be separated from ownership of any Lot in Woodland Heights which is subject to assessment by Woodland Hills Homeowners Association. Ownership of such Lot shall be the sole qualification for Membership. When more than one person holds a Membership interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

C. **Current Annual Assessment.** It is acknowledged that the 1991 maximum annual assessment for Lots owned by Class A members of the Woodland Hills Homeowners Association is $333.50 and that

this maximum assessment may be changed as provided in the Declaration.

D. **Payment of Dues.** Assessments and dues shall be due and payable at the time of title transfer from Declarant to Builder. Builder shall be responsible for balance of the year's assessments through December, 1992. Thereafter, full assessment shall be due on all Lots at time of annual billing by the Woodland Hills Homeowners Association, Inc.

E. All Restrictions concerning the use, improvements, construction and maintenance of the Lots shall be governed by the Woodland Hills Homeowners Association through its Architectural Control Committee; save and except that, in the event any said Restrictions as set out in the declaration of Woodland Heights are more Restrictive than those set in the Declaration of Woodland Hills, then such more Restrictive requirements shall be governed by the Woodland Heights Homeowners Association through its Architectural Control Committee. Initial construction plan approval shall be governed by the Woodland Heights Architectural Control Committee.

DATED this 14th day of February, 1992.

LCCS, Inc., a Texas Corporation

By: Larry R. Cole

Its: President

STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 14th day of February, 1992, by Larry R. Cole, President of LCCS, Inc., on behalf of said corporation.

Witness my hand and seal.

MARY WEAR
Notary Public, State of Texas
My Commission Expires Nov. 28, 1993

Mary Wear
Notary Public for the State of Texas

My Commission Expires: _____

Unofficial Document

10580 0625

Unofficial Document

TRINITY-WESTERN TITLE COMPANY
2411 BARDEN PARK CT.
ARLINGTON, TEXAS 76018

UNCLASSIFIED

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Electronically Recorded by Tarrant County Clerk in Official Public Records Mary Louise Garcia

CERTIFICATE FOR RECORDATION OF DEDICATORY INSTRUMENT OF WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS	§	
	§	**KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT	§	

WHEREAS, Section 202.006 of the Texas Property Code requires that "A property owners' association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instruments relate is located."; and

WHEREAS, WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the real property records of Tarrant County, Texas, the attached instrument; and

WHEREAS, the attached instrument constitutes a "dedicatory instrument" as defined by Section 202.001 of the Texas Property Code; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Woodland Hills Homeowners Association, Inc., Executed by Southcreek, Inc., a Texas Corporation, as Declarant, was recorded at Volume 8594, Page 2326 in the Real Property Records of Tarrant County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled "Declaration of Covenants and Restrictions for Woodland Hills Homeowners Association" (the "Declaration") subjected to the scheme of development therein certain land located in Tarrant County, Texas;

WHEREAS, Woodland Hills Homeowners Association, Inc. is governed by Bylaws filed in the Real Property Records of Tarrant County, Texas including any amendments thereof and supplements thereto;

NOW THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the dedicatory instrument attached hereto on behalf of the Association.

[signature page follows]

EXECUTED this 13th day of APRIL, 2017

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.,
A Texas non-profit corporation

By: _____
Mark Skinner,
Duly Authorized Officer/Agent,
Woodland Hills Homeowners Association, Inc.

STATE OF TEXAS § COUNTY OF TARRANT

This instrument was acknowledged before me on the 13th day of April, 2017 by Mark Skinner authorized representatives of WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.

Barbara A. Legan
Notary Public in and for the State of Texas

BARBARA A LEGAN
Notary ID # 128923790
My Commission Expires
March 9, 2020

After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Tarrant, TX 75206

FIRST AMENDMENT TO THE DECLARATION
WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

Effective April 12, 2017

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT §

This First Amendment to the Declaration of Woodland Hills Homeowners Association, Inc. (the "Amendment") is made effective the 12th day of April, 2017, by Woodland Hills Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Woodland Hills Homeowners Association, Inc., Executed by Southcreek, Inc., a Texas Corporation, as Declarant, was recorded at Volume 8594, Page 2326 in the Real Property Records of Tarrant County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled "Declaration of Covenants and Restrictions for Woodland Hills Homeowners Association" (the "Declaration") subjected to the scheme of development therein certain land located in Tarrant County, Texas;

WHEREAS, Supplements to the Declaration of Covenants, Conditions and Restrictions for Woodland Hills have been recorded in the Real Property Records of Tarrant County, Texas supplementing the Declaration;

WHEREAS, the Declaration and all supplements thereto remain in full force and effect; and

WHEREAS, the Bylaws for Woodland Hills Homeowners Association, Inc. were recorded at Instrument Number D212022950 in the Real Property Records of Tarrant County, Texas, including any amendments thereof and supplements thereto and entitled "Bylaws of Woodland Hills Homeowners Association, Inc." (the "Bylaws");

WHEREAS, Pursuant to Article XII, Section 1, of the Declaration of the Association, the Declaration shall not be revoked nor shall any of the provision therein be amended unless approved in writing by Owners holding seventy-five percent (75%) or more of the total vote thereunder and by seventy-five percent (75%) or more of the holders of any recorded mortgage or deed of trust affecting any or all of the Lots, who have given the Association notice of their interest in any Lot. Such Amendment or revocation shall be effective when duly recorded;

provided, however, that any amendment or revocation must comply with the Statutes of Texas and the resolutions and Ordinances of Tarrant County, Texas, or of any successor governmental entity having jurisdiction over the Properties, in existence at the time such amendment becomes effective.

WHEREAS, Section 209.0041 of the Texas Property Code, entitled "Adoption or Amendment of Certain Dedicatory Instruments" states

(a) In this section, "development period" means a period stated in a declaration during which a declarant reserves:
   (1) A right to facilitate the development, construction, and marketing of the subdivision; and
   (2) A right to direct the size, shape, and composition of the subdivision.
(b) This section applies to a residential subdivision in which property owners are subject to mandatory membership in a property owners' association;
(c) This section does not apply to a property owners' association that is subject to Chapter 552, Government Code by application of Section 552.0036, Government Code.
(d) This section does not apply to the amendment of a declaration during a development period
(e) This section applies to a dedicatory instrument regardless of the date on which the dedicatory instrument was created.
(f) This section supersedes any contrary requirement in a dedicatory instrument.
(g) To the extent any conflict with another provision of this title, this section prevails.
(h) Except as provided by this subsection, a declaration may be amended only by a vote of 67 percent of the total votes allocated to property owners in the property owners' association, in addition to any governmental approval required by law. If the declaration contains a lower percentage, the percentage in the declaration controls.
(i) A bylaw may not be amended to conflict with the declaration.

WHEREAS, Pursuant to Article IV, of the Declaration of the Association, The administration of the Properties shall be governed by the covenants, the Articles of Incorporation, the By-Laws, and published rules and regulations of the Association.

WHEREAS, Pursuant to Article IV, Section 1 of the Bylaws of the Association, the affairs of the Association shall be managed by the Board, of not less than three (3) nor more than seven (7) directors, who need to be members of the Association;

WHEREAS, Pursuant to Article VI, Section 1(a) of the Bylaws of the Association, the Board of Directors shall have power to exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provision of the Bylaws, the Articles of Incorporation, or the Declaration;

WHEREAS, Section Article II of the Declaration, entitled "Subjecting Additional Property to this Declaration" states:

Section 1. Additions to the properties. At any time before December 31, 1988, Declarant, its successors and assigns, in future stages of development, shall have the right to annex to and bring within the scheme of this Declaration additional properties which are located within the Villages of Woodland Hills Properties.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made for filing for record a Supplemental Declaration of covenants and restrictions with respect to the additional property. Such Supplemental Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the added properties in the soul discretion of the Declarant. In no event, however, shall such Supplemental Declaration revoke, modify for add to the covenants established by this Declaration with respect to the Properties is subject to this Declaration just prior to such Supplemental Declaration being filed for record.

Section 3. Additions by Others. So long as the Declarant is a Class B Member, additions may be made by any other owner of property who with the approval of the Board of Directors of the Association desires to add such property located within the boundaries described in Section 1 of this Article II to the scheme of this Declaration and to subject to the jurisdiction of the Association. When Declarant ceases to be a Class B Member, such additions may be made upon approval of the Association pursuant to a vote of its Members, as provided in its Articles of Incorporation. Such approval by the Board of Directors of Membership shall be evidenced by a certified copy of such resolution of approval recorded in Tarrant County, Texas.

WHEREAS, the Association has met the requirements of Section Section 209.0041(h) of the Texas Property Code to amend the Declaration; and

WHEREAS, the Association, desires to amend the Declaration in certain respects.

WHEREAS, in order to comply with Section 209.0041(h) of the Texas Property Code, Woodland Hills Homeowners Association, Inc. Board of Directors wishes to prepare and file this First Amendment to the Declaration reflecting such Amendment voted upon and adopted by 67 percent (67%) of the members of the Association and adopted by the Board of Directors of Woodland Hills Homeowners Association, Inc. at a Board meeting held on April 12, 2017. This First Amendment to the Declaration has been approved by the membership and the Board of the Association.

RESOLVED, that pursuant to Section 209.0041(h) of the Texas Property Code, Article II of the Declaration of Woodland Hills Homeowners Association, Inc. is hereby revoked and replaced with the following language set forth below. Woodland Hills Homeowners Association, Inc. declares that the Property and all portions thereof are and shall be held, transferred, assigned, sold, conveyed and occupied subject to all covenants, conditions, restrictions, easements, liens and charges contained in the Declaration, as modified and amended herein.

NOW, THEREFORE, Article II of the Declaration is hereby redacted in full and the Association adopts this First Amendment to the Declaration which shall read as follows:

Section 1- Annexation of Additional Land- Additional land(s) may become subject to this Declaration in any of the following manners:

(a) The Association may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions, and Restrictions ("Supplementary Declaration") which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property; provided, however, that such Supplementary Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not materially inconsistent with this Declaration in a manner which adversely affects the concept of this Declaration.

(b) If the Association desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the consent of the majority vote of the Board of Directors. It is not necessary to have the prior written consent and approval of at least sixty-seven (67%) of the outstanding votes of the Association in order to Annex further additional property into the Association.

(c) Any additions made pursuant to paragraphs (a) and (b) of this Article II, when made, shall automatically extend the jurisdiction, functions, duties, and membership of the Association to the properties added.

IN WITNESS WHEREOF, the undersigned members of the Board of Directors of Woodland Hills Homeowners Association, Inc. certifies that this First Amendment to the Declaration was approved by the affirmative vote of at least sixty seven (67%) of the total votes allocated to property owners in the property owners association.

ATTACHMENT, the undersigned member of the Board of Directors of Woodland Hills Homeowners Association, Inc. hereby attaches a copy of the Original Declaration to this Document.

[signature page follows]
EXECUTED this 3rd day of April, 2017

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.,
A Texas non-profit corporation

By: _____
Mark Skinner,
Duly Authorized Officer/Agent,
Woodland Hills Homeowners Association, Inc.

STATE OF TEXAS § COUNTY OF TARRANT

This instrument was acknowledged before me on the 13th day of April, 2017 by Mark Skinner authorized representatives of WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.

_____
Notary Public in and for the State of Texas

BARBARA A LEGAN
Notary ID # 128923790
My Commission Expires
March 9, 2020

After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Tarrant, TX 75206

POLICIES, RULES
and
GUIDELINES

Payment Plan Policy

Woodland Hills Homeowners Association, Inc.

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT	§	

We, the undersigned, being the directors of the **WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit Association (the "Association"), pursuant to Section 209.0062 of the Texas Property Code, do, by unanimous consent, take the following corporate action and adopt the following resolutions, which corporate action and resolutions shall have the same force and effect as a unanimous vote of all the directors of the Association at a duly called meeting of the Board of Directors of said Association:

WHEREAS, Pursuant to Section 209.0062 of the Texas Property Code, a property owners' association composed of more than 14 lots shall adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the property owners' association for delinquent regular or specialassessments or any other amount owed to the association without accruing additional monetary penalties.

WHEREAS, monetary penalties do not include reasonable costs associated with administering the payment plan or interest.

WHEREAS, the minimum term for a payment plan offered by a property owners' association is three months.

WHEREAS, aproperty owners' association may not allow a payment plan for any amount that extends more than 18 months from the date of the owner's request for a payment plan.

WHEREAS, an Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two years following the owner's default under the previous payment plan.

WHEREAS, a property owners' association shall file the association's guidelines under this section in the real property records of each county in which the subdivision is located.

WHEREAS, a property owners' association's failure to file as required by this section the association's guidelines in the realproperty records of each county in which the subdivision is located

EXHIBIT
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does not prohibit a property owner from receiving an alternative payment schedule by which the owner may make partial payments to the property owners' association for delinquent regular or special assessments or any other amount owed to the association without accruing additional monetary penalties.

RESOLVED: that, pursuant to the provisions of The Texas Property Code, Section 209.0062, and that certain Declaration of Covenants, Conditions and Restrictions for Woodland Hills, recorded June 27 1986, as Vol. 8594 Page 2326, Real Property Records of Tarrant County, Texas, and any amendments thereto (the "Declaration"), and the Bylaws of the Association, the Board of Directors of the Association hereby adopt the following Payment Plan Policy to establish reasonable guidelines for the payment of delinquent regular of special assessments or any other amount owed to the Association without accruing additional monetary penalties:

Homeowners (the "Owner") within the Woodland Hills Homeowners Association, Inc. shall have the opportunity to pay delinquent regular assessments and fees to the Association.

Requesting a Payment Plan- An owner shall have the opportunity to submit a payment plan request to the board of directors. Such payment plan request must be made in writing and may be transmitted via email to the Association's Managing Agent or to the Association's Attorney.

Payment Plan Requirements- All payment plans submitted must be less than 12 months in length, beginning at the date of the initial request for the payment plan, and pay the entire balance owed by the owner submitting such a plan, including any additional assessments, administrative fees, and interest that accrue during the pendency of the plan.

Payment Plan Approval- Should the payment plan request meet the requirements as set forth above, the owner shall be notified that the board has agreed to his payment plan. APayment Plan Agreement shall be submitted to the owner in writing. The owner shall sign such Agreement and return it to the Association along with the first payment. Should the agreement not be signed and returned with payment within 30 days of the payment plan agreement being transmitted to the owner, the payment plan shall be considered in default.

Administrative Fees- Administrative fees and interest shall be charged against the owner's account during the pendency of the payment plan.

Payment Submission- Payment Plan payments shall be submitted to the Association's Managing Agent or the Association's attorney and shall be due upon the first of the month, unless otherwise specified within the owner's payment plan.

Default- Payments under a payment plan must be received within three business days of their due date as specified in the Payment Plan Agreement or said agreement shall be considered in default. Should an owner default under said payment plan, subsequent payments by the owner shall no longer be applied according Texas Property Code Section 209.0063 but shall be applied in the following order: 1) Attorney's fees; 2) Interest; 3) Administrative Fees; 4) Delinquent Assessments; 5) Current Assessments; 5) Any other amount owed the Association; 6) Fines. An owner defaulting under a payment plan shall be notified of such default via a Payment Plan Default Letter and collection activity shall immediately resume upon their account.

Ineligibility-TheAssociation shall not be required to enter into a payment planwith an owner if that owner has entered and defaulted on a payment plan within the previous two years.

SIGNED this January ____, 2012

Woodland Hills Homeowners Association, Inc.

By: _____
Duly Authorized Officer/Agent

Woodland Hills Homeowners Association, Inc.

By: _____
Duly Authorized Officer/Agent

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on January ____, 2012, by duly authorized officers of the Association.

_____
Notary Public in and for the State of Texas

Document Retention Policy

Woodland Hills Homeowners Association, Inc.

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT	§	

We, the undersigned, being the directors of the **WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit Association (the "**Association**"), pursuant to Section 209.005 of the Texas Property Code, do, by unanimous consent, take the following corporate action and adopt the following resolutions, which corporate action and resolutions shall have the same force and effect as a unanimous vote of all the directors of the Association at a duly called meeting of the Board of Directors of said Association:

WHEREAS, Pursuant to Section 209.005 of the Texas Property Code, a property owners' association composed of more than 14 lots shall adopt and comply with a document retention policy.

WHEREAS, certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants must be retained permanently by the Association.

WHEREAS, financial books and records must be retained for a minimum of seven years.

WHEREAS, account records of current owners must be retained for a minimum of five years.

WHEREAS, contracts with a term of one year or more must be retained for a minimum of four years after the expiration of the contract term.

WHEREAS, minutes of meetings of the owners and the board must be retained for a minimum of seven years.

WHEREAS, tax returns and audit records must be retained for a minimum of seven years.

RESOLVED: that, pursuant to the provisions of The Texas Property Code, Section 209.005, and that certain Declaration of Covenants, Conditions and Restrictions for Woodland Hills, recorded June 27, 1986, as Vol. 8594 Page 2326, Real Property Records of Tarrant County, Texas, and any amendments thereto (the "**Declaration**"), and the Bylaws of the Association, the Board of Directors of the Association hereby adopt the following Document Retention Policy:

1) Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently by the Association.

2) Financial books and records shall be retained for a minimum of seven years.

3) Account records of current owners shall be retained for a minimum of five years.

4) Contracts with a term of one year or more shall be retained for a minimum of four years after the expiration of the contract term.

5) Minutes of meetings of the owners and the board shall be retained for a minimum of seven years.

6) Tax returns and audit records shall be retained for a minimum of seven years.

SIGNED this January ____, 2012

Woodland Hills Homeowners Association, Inc.

By: _____
Duly Authorized Officer/Agent

Woodland Hills Homeowners Association, Inc.

By: _____
Duly Authorized Officer/Agent

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on January ____, 2012, by duly authorized officers of the Association.

_____
Notary Public in and for the State of Texas

Records Production and Copying Policy

Woodland Hills Homeowners Association, Inc.

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT	§	

We, the undersigned, being the directors of the **WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit Association (the "**Association**"), pursuant to Section 209.005 of the Texas Property Code, do, by unanimous consent, take the following corporate action and adopt the following resolutions, which corporate action and resolutions shall have the same force and effect as a unanimous vote of all the directors of the Association at a duly called meeting of the Board of Directors of said Association:

WHEREAS, Pursuant to Section 209.005 of the Texas Property Code, a property owners' association shall adopt a records production and copying policy that prescribes the costs the association will charge for the compilation, production, and reproduction of information.

WHEREAS, The prescribed charges may include all reasonable costs of materials, labor, and overhead but may not exceed costs that would be applicable for an item under 1 T.A.C. Section 70.3.

WHEREAS, The policy required by this subsection must be recorded as a dedicatory instrument in accordance with Section 202.006.

WHEREAS, An association may not charge an owner for the compilation, production, or reproduction of information requested under this section unless the policy prescribing those costs has been recorded as required by Section 209.005 of the Texas Property Code.

WHEREAS, An owner is responsible for costs related to the compilation, production, and reproduction of the requested information in the amounts prescribed by a policy adopted by an Association under Section 209.005.

WHEREAS, An association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information.

RESOLVED: that, pursuant to the provisions of The Texas Property Code, Section 209.005, and that certain Declaration of Covenants, Conditions and Restrictions for Woodland Hills, recorded June 27 1986, as Vol 8594 Page 2326, Real Property Records

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of Tarrant County, Texas, and any amendments thereto (the "**Declaration**"), and the Bylaws of the Association, the Board of Directors of the Association hereby adopt the following Document Records Production and Copying Policy:

1) All books, records, and financial records shall be open to and reasonably available for examination by an owner within the community or their designated agent. An owner or their agent is also entitled to copies of said records. Should an owner designate an agent for inspection of records, such designation must be made in writing and submitted to the Association prior to any inspection or production of any records.

2) A Records Request must be submitted to the Association in writing, via Certified Mail, Return Receipt Requested to the mailing address of the Association or authorized representative as reflected in the most recent Management Certificate. The owner's request must describe in sufficient detail the records requested and specify whether the owner is requesting to inspect the records or is requesting copies.

3) The Association shall reply to such a Records Request by an owner within 10 business days of the receipt of the request.If the Association is unable to produce the records within 10 business days, the Association shall inform the owner of such within 10 business days of the receipt of the owner's request and inform the owner that the information will be available not later than 15 business days from the date of the response to the owner's Records Request.

    a. Inspection Requested: Should the owner submitting the request seek to inspect documents, the Association shall reply with the dates and times during normal business hours that records will be available for inspection as well as the costs the Association will charge for the inspection of said records.If the Association is unable to produce the records within 10 business days, the Association shall inform the owner of such within 10 business days of the receipt of the owner's request and inform the owner that the information will be available not later than 15 business days from the date of the response to the owner's Records Request.

    b. Copies Requested: Should the owner submitting the request seek the production of copies of Association records, the Association shall produce all requested records that are within their possession or control within ten business days.If the Association is unable to produce the records within 10 business days, the Association shall inform the owner of such within 10 business days of the receipt of the owner's request and inform the owner that the information will be available not later than 15 business days from the date of the response to the owner's Records Request.

4) Records may be produced in hard copy, electronic format, or any other format that is reasonably available to the Association.

5) The Association shall require the advance payment of estimated costs of compilation and production of records. The Association shall charge the costs outlined under Title 1, Rule 70.3 of the Texas Administrative Code. Once an owner has inspected or received copies under the Records Request, a Final Invoice shall be delivered to the owner within 30 days of the records production. If the owner does not pay the final amount showing on the Invoice within 30 days, then the amount on the invoice shall be added to the owner's account as an assessment. An owner may not be foreclosed upon for non-payment of this balance due. If a refund is due to the owner after a Records Request, then the refund shall be sent along within the Final Invoice.

6) The following records shall be unavailable for copying or inspection without written approval of the owner, or a court order stating that such records must be released:

   a. Attorney files and records;
   b. Personal information of owners;
   c. Violation history of owners;
   d. Personal financial information of an owner;
   e. Records of payment or non-payment of an owner;
   f. Association Employee Information;
   g. Contact information of an owner.

SIGNED this January ____, 2012

Woodland Hills Homeowners Association, Inc.

By: _____
Duly Authorized Officer/Agent

Woodland Hills Homeowners Association, Inc.

By: _____
Duly Authorized Officer/Agent

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on January ____, 2012, by duly authorized officers of the Association.

_____
Notary Public in and for the State of Texas

Architectural Control Committee Guidelines Update

Woodland Hills Homeowners Association, Inc.

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT	§	

We, the undersigned, being the directors of the **WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit Association (the "**Association**"), pursuant to Sections 209.007, 202.010, and 202.011 of the Texas Property Code, do, by unanimous consent, take the following corporate action and adopt the following resolutions, which corporate action and resolutions shall have the same force and effect as a unanimous vote of all the directors of the Association at a duly called meeting of the Board of Directors of said Association:

WHEREAS, Pursuant to Section 209.007 of the Texas Property Code, a property owners' association may regulate the certain characteristics of a rain barrel or compost pile that is located within the Association.

WHEREAS,an Association may regulate the color of and language and wording located on a Rain Barrel along with the size and type of material used to shield a Rain Barrel or Compost Pile. Furthermore, the Association may require that a Rain Barrel or Compost Pile be required to be located behind a fence or a patio and on an owner's property.

WHEREAS,Pursuant to Section 209.010 of the Texas Property Code, a property owners' association may regulate and restrict certain characteristics of Solar Energy Devices that are located within the Association.

WHEREAS,an Association may enforce or restrict a property owner from installing a solar energy device if:

a. A court finds the device threatens public health & safety or violates the law;
b. The device is located on property owned by the Association;
c. The device is located on property owned in common by members of the Association;
d. The device is not installed on the roof, patio or in a fenced yard;
e. If the device is installed in a fenced yard and the fence is not taller than the device;
f. If the device extends higher than the roof line;

EXHIBIT
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g. If the device is located in an area other than that designated by the Association;
h. If the device does not conform to slope of roof and has a top edge that is not parallel to the roofline;
i. If the device has a frame, bracket, or piping or wiring that is not silver, bronze, or black tone commonly available in marketplace;
j. If as installed, the warranty of the device has become void; and
k. If the device was installed without prior approval of the Association.
l. The Association determines that the placement of the device substantially interferes with the use and enjoyment of the land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities.

WHEREAS, Pursuant to Section 209.011 of the Texas Property Code, a property owners' association may regulate and restrict certain characteristics of flag poles and the display of a flag within the Association.

WHEREAS, an Association may not restrict an owner from displaying the flag of the United States of America, the Texas Flag, or an Official flag of the United States Armed Forces.

WHEREAS, an Association may require or regulate the following of a flag or flagpole installed within the Association:

a. That any US flag be displayed in accordance with 4 USC Section 5-10;
b. That any Texas flag be displayed in accordance with Chapter 3100, Texas Government Code;
c. That any flagpole be constructed of permanent and long lasting material with finish appropriate to the materials used and the flagpole be harmonious with the dwelling;
d. That the display and location of a flag and flagpole be in accordance with zoning laws ordinance, easements, and setbacks within the community;
e. That the flag and flagpole be kept in good condition;
f. That a flag or flagpole that has become deteriorated be removed, repaired, or replaced;
g. The size, number and location of flagpoles may be regulated;
h. The size of a flag may be regulated;
i. The size, location, and intensity of lights used to illuminate a flag may be regulated; and
j. The Association may create restrictions to abate noise caused by external halyard of a flagpole.

RESOLVED: that, pursuant to the provisions of The Texas Property Code, Sections 209.007, 209.010 and 209.011, and that certain Declaration of Covenants, Conditions and Restrictions for Woodland Hills, recorded October 27 1986, as Vol 8594 Pg 2326, Real Property Records of Tarrant County, Texas, as same has been amended (the "Declaration"), and the Bylaws of the Association, the Board of Directors of the Association hereby adopt the following Policies:

1) Rain Barrels & Compost Piles- Pursuant to Section 209.007 of the Texas Property Code, the Association shall hereby regulate the color of and language and wording located on a Rain Barrel or Compost Pile installed within the Association. The Association shall further regulate the size and type of material used to shield a Rain Barrel or Compost Pile. The Association may require that a Rain Barrel or Compost Pile may be required to be behind a fence or a patio and on an owner's property. Prior to the installation of any Rain Barrel or Compost Pile, plans for such must first be submitted to the Architectural Control Committee. No Rain Barrel or Compost Pile may be used or displayed within the Association without first obtaining the approval of the ACC.

2) Solar Energy Devices:Pursuant to Section 209.010 of the Texas Property Code, shall hereby regulate and restrict certain characteristics of Solar Energy Devices that are located within the Association.Prior to the installation of any Solar Energy Device within the community, plans for such must first be submitted to the Architectural Control Committee. No Solar Energy Device may be used or displayed within the Association without first obtaining the approval of the ACC. The Association shall enforce or restrict a property owner from installing a solar energy device if:
    a. A court finds the device threatens public health & safety or violates the law;
    b. The device is located on property owned by the Association;
    c. The device is located on property owned in common by members of the Association;
    d. The device is not installed on the roof, patio or in a fenced yard;
    e. If the device is installed in a fenced yard and the fence is not taller than the device;
    f. If the device extends higher than the roof line;
    g. If the device is located in an area other than that designated by the Association;
    h. If the device does not conform to slope of roof and has a top edge that is not parallel to the roofline;
    i. If the device has a frame, bracket, or piping or wiring that is not silver, bronze, or black tone commonly available in marketplace;
    j. If as installed, the warranty of the device has become void; and
    k. If the device was installed without prior approval of the Association.
    l. The Association determines that the placement of the device substantially interferes with the use and enjoyment of the land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities.
    m. A solar energy device must be located on the back portion of the roof unless doing so decreases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy

Laboratory, by more than 10 percent above the energy production of the device if located on the front of the roof.

3) Flags and Flagpoles: Pursuant to Section 209.011 of the Texas Property Code, the Association shall regulate and restrict certain characteristics of flag poles and the display of a flag within the Association. Prior to the installation of any flag or flag Pole, plans for such must first be submitted to the Architectural Control Committee. No flag or flag pole may be used or displayed within the Association without first obtaining the approval of the ACC. No flag may be displayed within the Association that is not the flag of the United States of America, the Texas Flag, or an Official flag of the United States Armed Forces with the exception of 'g' below. The Association shall require and regulate the following of a flag or flagpole installed within the Association:
   a. That any US flag be displayed in accordance with 4 USC Section 5-10;
   b. That any Texas flag be displayed in accordance with Chapter 3100, Texas Government Code;
   c. That any flagpole be constructed of permanent and long lasting material with finish appropriate to the materials used and the flagpole be harmonious with the dwelling;
   d. That the display and location of a flag and flagpole be in accordance with zoning laws ordinance, easements, and setbacks within the community;
   e. That the flag and flagpole be kept in good condition;
   f. That a flag or flagpole that has become deteriorated be removed, repaired, or replaced;
   g. College and Sports flags may only be flown for a maximum of 10 days within any 30 day time frame.
   h. Only one flag pole and two flags shall be allowed per Lot;
   i. No flag shall be larger than 4' x 6' feet in size;
   j. The size, location, and intensity of lights used to illuminate a flag shall be regulated and shall not be of a nuisance to other owners in the Association; and
   k. The flag shall be hung in such a manner as to prevent the halyard of the flagpole from causing noise that would be a nuisance to any other owner in the Association.
   l. Flags currently flying upon the common area and placed by the Association are exempt from the requirements of this section.

4) Prior to the installation of any Rain Barrel, Compost Pile, Flag, Flag Pole, or Solar Energy Device by an owner, owner must first submit plans, for the installation of such items to the Architectural Control Committee (ACC) of the Association as well as to any governing municipal authority requiring permits for the installation for such device. All plans must be submitted in writing along with all other pertinent supporting documentation and sample materials to the chairperson of the ACC. Should further sample material or supporting documentation be required of the owner prior to approval, the owner shall be notified of such in writing.

5) The ACC shall review all supporting documents, plans, and materials within 30 business days after all materials necessary for such review have been submitted by the owner. The plans will be submitted back to the owner marked "APPROVED" or "DISAPPROVED."

SIGNED this January ___, 2012

Woodland Hills Homeowners Association, Inc.

By: _____

Duly Authorized Officer/Agent

Woodland Hills Homeowners Association, Inc.

By: _____

Duly Authorized Officer/Agent

STATE OF TEXAS §

§

COUNTY OF TARRANT §

This instrument was acknowledged before me on January ___, 2012, by duly authorized officers of the Association.

_____

Notary Public in and for the State of Texas

Electronically Recorded
Official Public Records
Mary Louise Garcia

Tarrant County Texas
1/31/2012 9:17 AM
PGS 36 $156.00
Submitter ACS

D212022950

AFTER RECORDING, PLEASE RETURN TO:
Mary Louise Garcia

Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201

CERTIFICATE AND MEMORANDUM OF RECORDING OF DEDICATORY INSTRUMENTS FOR WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS §
§
COUNTY OF TARRANT §

The undersigned, as attorney for Woodland Hills Homeowners Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described on Exhibit "B" attached hereto (the "*Property*"), hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

- ***Woodland Hills Homeowners Association, Inc. - Payment Plan Policy*** (Exhibit "A-1");
- ***Woodland Hills Homeowners Association, Inc. - Document Retention Policy*** (Exhibit "A-2");
- ***Woodland Hills Homeowners Association, Inc. - Records Production and Copying Policy*** (Exhibit "A-3");
- ***Woodland Hills Homeowners Association, Inc. - Architectural Control Committee Guidelines Update*** (Exhibit "A-4").

- ***Woodland Hills Homeowners Association, Inc. - Articles of Incorporation*** (Exhibit "A-5"); and

- ***Woodland Hills Homeowners Association, Inc. - Bylaws*** (Exhibit "A-6").

All persons or entities holding an interest in and to any portion of Property are subject to the foregoing dedicatory instruments.

IN WITNESS WHEREOF, the Woodland Hills Homeowners Association, Inc. has caused this Certificate and Memorandum of Recording of Dedicatory Instruments for Woodland Hills Homeowners Association, Inc. to be filed in the Office of the Tarrant County Clerk.

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

By: _____
Its: Attorney

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for Woodland Hills Homeowners Association, Inc. known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 30th day of January 2012.

ELISE D. MYERS
Notary Public, State of Texas
My Commission Expires
May 24, 2014

Elise D. Myers
Notary Public, State of Texas

D216014623 1/25/2016 9:28 AM PGS 9 Fee: $48.00 Submitter: SIMPLIFILE
Electronically Recorded by Tarrant County Clerk in Official Public Records Mary Louise Garcia

CERTIFICATE FOR RECORDATION OF DEDICATORY INSTRUMENT OF WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT	§	

WHEREAS, Section 202.006 of the Texas Property Code requires that "A property owners' association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instruments relate is located."; and

WHEREAS, Woodland Hills Homeowners Association, Inc., a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the real property records of Tarrant County, Texas, the attached instrument; and

WHEREAS, the attached instrument constitutes a "dedicatory instrument" as defined by Section 202.001 of the Texas Property Code; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Woodland Hills Homeowners Association, Executed by Southcreek, Inc., a Texas Corporation, as Declarant, was recorded on or about June 27, 1986 at Volume 8594, Page 2326 in the Real Property Records of Tarrant County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled "Declaration of Covenants, Conditions, and Restrictions for Woodland Hills Homeowners Association" (the "Declaration") subjected to the scheme of development therein certain land located in Tarrant County, Texas;

NOW THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the dedicatory instrument attached hereto on behalf of the Association.

[signature page follows]

EXECUTED this 22 day of ~~September~~ January, ~~2015~~ 2016.

Woodland Hills Homeowners Association, Inc.

By: _____

Mark Skinner,
Duly Authorized Officer/Agent

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of ~~September~~ January, ~~2015~~ 2016, by Mark Skinner authorized representative of Woodland Hills Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

_____
Notary Public in and for the State of Texas

BARBARA A. LEGAN
Notary Public
STATE OF TEXAS
My Comm. Exp. MARCH 9, 2016

After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Dallas, TX 75206

Assessment Collection Policy

Woodland Hills Homeowners Association, Inc.

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT	§	

We, the undersigned, being the directors of the **Woodland Hills Homeowners Association, Inc.**, a Texas non-profit Association (the **"Association"**), pursuant to Section 209 of the Texas Property Code, do, by unanimous consent, take the following corporate action and adopt the following resolutions, which corporate action and resolutions shall have the same force and effect as a unanimous vote of all the directors of the Association at a duly called meeting of the Board of Directors of said Association:

WHEREAS, membership in the Woodland Hills Homeowners Association, Inc. is mandatory for all Owners of property in the Woodland Hills community and all Members of the Association are legally required to pay assessments. Woodland Hills Homeowners Association, Inc. (the "Association") has authority pursuant to Article VI of the Declaration of Covenants, Conditions, & Restrictions for Woodland Hills Homeowners Association (the "Declaration") to levy assessments against Owners of Lots located within Woodland Hills Homeowners Association, Inc. (the "Development"); and

WHEREAS, the Association has authority pursuant to Article VI of the Declaration to establish rules regarding the collection of delinquent assessments and the application of payments; and

WHEREAS, pursuant to Article VI, Section 1(b) of the Bylaws of Woodland Hills Homeowners Association, the Board of Directors shall have the power to exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of the Bylaws, Articles of Incorporation, or the Declaration.

WHEREAS, pursuant to Article VI, Section 2(c) of the Bylaws of Woodland Hills Homeowners Association, the Board of Directors is authorized to (1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period, and determine whether it shall be paid in installments and when due and payable; (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and (3) foreclose the lien against any property for which assessments are not paid within six (6) months after due date or to bring an action at law against the Owner personally obligated to pay the same.

WHEREAS, the Woodland Hills Homeowners Association, Inc. Board of Directors is authorized by the Declaration to charge late fees and interest and to be reimbursed for the costs of collection. The Board of Directors has engaged a Management Company to manage the collections of Woodland Hills Member assessments. In addition, the Board of Directors has engaged a Law Firm to direct and oversee

the collection of assessments on accounts that are past due. The Board of Directors finds there is a need to establish a policy for the collection of assessments and application of payments that remain unpaid beyond the prescribed due dates in order to encourage Owners to promptly pay their assessments.

NOW, THEREFORE, IT IS RESOLVED, that the following policies, rules, procedures and practices are established for the collection of assessments owing and to become owing by Owners in the Association and for the application of payments made by Owners and the same are to be known as the "Assessment Collection Policy" for the Association:

1. Policy Objectives. The collection of assessments owed by Owners and the application of their payments pursuant to the Declaration and this Assessment Collection Policy will be governed by the following objectives:

    a. The Association will diligently pursue collection of all assessments, including Regular Assessments, Special Assessments, Deficiency Assessments and Individual Assessments (hereinafter the four types of Assessments are sometimes referred to as "assessments") within the community.
    b. At each step within the collection process, the Board will analyze the facts and circumstances then known concerning a given delinquency to direct collection efforts toward the most expedient course of action.

2. Ownership Interests. Pursuant to Article VI of the Declaration, the person who is the Owner of a Lot as of the date an assessment becomes due is personally liable for the payment of that assessment. Further, the personal liability for unpaid assessments passes to the successors in title to a Lot. As used herein, the term "Delinquent Owner" refers to that person who held title to a Lot on the date an assessment became due. As used herein, the term "Current Owner" refers to that person who then holds title to a Lot. Unless expressly denoted otherwise, the "Owner" of a Lot refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances in question.

3. Due Dates. Pursuant to Article VI of the Declaration, the Board may levy assessments on an annual basis. Pursuant to Article VI, Section 7 of the Declaration, the due date for Regular Annual Assessments is due on or before February 1 of such year. The due date for a Special Assessment, Deficiency Assessments or Individual Assessment shall be set by the Board in the notice of assessment to the Owners. The due date for any assessments shall be collectively referred to in this Assessment Collection Policy as the "Due Date". Any Regular Annual Assessment that is not received by the Association on the Due Date is delinquent (the "Delinquency Date").

4. Payment Plan. An Owner may request to enter into a Payment Plan to pay delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties, with the exception of reasonable costs associated with administering the

payment plan and interest. Such payment plan request must be made in writing and may be transmitted via email or first class mail to the Association's Managing Agent or to the Association's Attorney. An owner may propose a payment plan to the Board, but the Board will be under no obligation to accept the owner's plan as proposed and in its discretion may offer a different payment term with a minimum term of 2 months and a maximum of 12 months. The Association shall not be required to allow an owner to enter into more than one payment plan per year. Once a letter has been sent to an owner pursuant to Texas Property Code Section 209.0064(b)(3), the Association is not required to allow an owner to enter into a payment plan, but may do so at the its own discretion.

5. Courtesy Letter. If an assessment has not been paid within ten (10) days following the Due Date, the Association will send to the Owner a Courtesy Letter (referred to as the "Courtesy Letter") notifying the owner that the assessment is late.

6. Late Notice. If an assessment has not been paid within the thirty (30) days following the Due Date, the Association will send to the Owner a default notice (referred to as the "Late Notice") making formal demand for payment of all outstanding amounts. The Default Letter will be sent via First Class United States Mail and will, at a minimum, include the following information:

    a. The unpaid assessments, interest, late charges, collection cost and the handling charges claimed to be owing.
    b. A statement that if either (i) the delinquency is not cured in full within thirty (30) days of the date of the Owner's receipt of the Late Notice or (ii) the Owner does not dispute in writing the amount set forth in the Late Notice within thirty days of the Owner's receipt of the Late Notice, the delinquency will be assumed to be valid and will be referred to the legal counsel for the Association for further collection action including the possibility of seeking foreclosure of the assessment lien, and that once such referral has occurred all attorney's fees and related costs incurred will be charged the Owner of the Lot.

7. Demand Letter. If an assessment has not been paid within the sixty (60) days following the Due Date, the Association will send to the Owner a default notice (referred to as the "Demand Letter") making formal demand for payment of all outstanding amounts. The Demand Letter will be sent via Certified Mail, Return Receipt Requested, and via First Class United States mail and will, at a minimum, include the following information: The unpaid assessment, interest, late charges, collection cost and the handling charges claimed to be owing.

8. Late Fees. In the event any assessment, or portion thereof, is not paid in full and received by the Association on or before thirty (30) days from the Due Date, the Association shall charge the Owner a late fee of $35.00 and for each thirty (30) day period thereafter until the amount owing is paid in full. Such late fees, as and when accrued hereunder, will become part of the

assessment upon which it has accrued and, as such, will be subject to recovery in the manner provided herein and in the Declaration for assessments.

9. Interest- In the event any assessment, or any portion thereof, is not paid in full and received by the Association on or before thirty (30) days after the Due Date, interest on the principal amount due may be assessed against the Owner, the rate of said interest to be ten percent (10%) per annum, but not in excess of the maximum rate allowed by applicable law, and shall accrue from the Delinquency Date until paid. Such interest, as and when accrued hereunder, will become part of the assessment upon which it has accrued and, as such, will be subject to recovery in the manner provided herein and in the Declaration for assessments.

10. Handling Charges and Return Check Fees. In order to recoup for the Association the cost incurred as a result of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of the Assessment Collection Policy:

    a. Any handling charges, administrative fees, postage or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner.
    b. A charge of $35.00 per item will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owners Lot.
    c. Any fee or charge becoming due and payable pursuant to this Paragraph will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

11. Priority of Payments- All monies received by the Association will be applied to amounts outstanding in accordance with Texas Property Code Section 209.0063. If at the time a payment is received an owner is in default under a Payment Plan, the guidelines under Section 209.0063 do not apply and the payment may be applied in any order, however, a fine may not be given priority over any other amount due and owing.

12. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner of a Lot (as defined by Article I of the Declaration) for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address reflected by the records of the Association as being the

Owner and address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this Assessment Collection Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.

13. Notification of Owner's Representative. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interests in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Assessment Collection Policy will be deemed full and effective for all purposes if given to such representative or agent.

14. Referral to Legal Counsel. If an Owner remains delinquent in the payment of assessment and related costs for more than thirty (30) days after the sending of the Demand Letter (as provided for above), Management, on behalf of the Board, or the Board may, as soon as possible thereafter, refer the delinquency to the legal counsel for the Association for the legal action as required by this Assessment Collection Policy. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the assessment obligation and may be collected as such as provided herein and in the Declaration.

15. Legal Action. Legal counsel for the Association will take the following actions with regard to delinquencies referred to it upon legal counsel's receipt of a written request by Management and/or the Board to take a specific collection:

    a. Title Search. Counsel will conduct a search of the land records to verify current Ownership of the Lot on which the delinquency exists. If the title search indicates that the Current Owner is other than the Delinquent Owner, counsel will communicate that fact to the Association. A determination will then be made by the Board whether to pursue collection of the unpaid assessments from the Delinquent Owner or the Current Owner or both. Based on that determination, the Board and/or Management will direct counsel to proceed according to this Assessment Collection Policy. Where the title search confirms that the Current Owner is the Delinquent Owner, the Association, Management and counsel will likewise proceed according to this Assessment Collection Policy.

    b. Attorney Demand Letter. As the initial correspondence to a Delinquent Owner, counsel will send a demand letter (the "Attorney Demand Letter") to the Owner providing notice of the total as all outstanding assessments and related charges. This notice shall be sent via First Class mail and via Certified Mail, Return Receipt Requested. If the amount owing is disputed by the Owner within thirty (30) days of Owner's receipt of the

Attorney Demand Letter, Management and/or Legal Counsel will provide verification of the amounts claimed to be owing in accordance with this Policy.

c. Notice of Lien. Should the Owner not enter a payment plan or pay the amount in full within 30 days of the Attorney Demand Letter, counsel will cause to be prepared, executed by a Board Member or Attorney of the Association, and recorded in the Real Property Records of Tarrant County, a written notice of lien (referred to as the "Notice of Lien") setting forth therein the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot covered by the lien. A copy of the Notice of Lien will be sent to the Owner contemporaneously with the filing of same with the County Clerk's office, together with a demand for payment in full of all amounts then outstanding, within thirty (30) days of the date of the transmittal to the Owner of the Notice of Lien.

d. Pre-Foreclosure Demand Letter. Should the Owner not enter a payment plan or pay the amount in full within 30 days of the Notice of Lien, counsel will send a Pre-Foreclosure Demand Letter (the "Pre-Foreclosure Letter") to the Owner providing notice of the total of all outstanding assessments and related charges, including the charges for the attorney's fees and cost incurred for counsel's services.

e. Foreclosure. When the Board has directed that the collection action to be taken is foreclosure of the assessment lien, the continued delinquency of unpaid assessments owing will be reported to the Board and Management and both shall direct counsel to initiate foreclosure of the property. In any foreclosure proceedings, the Owner shall be required to pay the cost and expense of such proceedings, including reasonable attorney's fees, interest and late fees owing. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

16. Verification of Indebtedness. Where an Owner timely requests verification of the indebtedness, Management or the Attorney for the Association will, upon notification of the Owner's request, supply such verification before any further collection action is taken with respect to such Owner. The cost to reply to requests for Verification shall accrue as a charge upon the Owner's account and must be payable by the Owner.

17. Compromise of Assessment Obligation. In order to expedite the handling of collection of delinquent assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any assessment, interest, late fee, handling charge, collection cost, legal

fee or any other applicable charge. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any assessment obligation.

18. Community Amenities. Owners with any delinquent balances greater than 30 days are subject to have their access to the pool or any other community amenities removed.

IT IS FURTHER RESOLVED that this Assessment Collection Policy replaces and supersedes in all respects all prior rules, policies and resolutions with respect to the collection of assessments by the Association and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of the same and has not been modified, rescinded or revoked.

EXECUTED this 22 day of ~~September, 2015~~ January, 2016 pl.

Woodland Hills Homeowners Association, Inc.

By: R. Mark Skinner

Mark Skinner,
Duly Authorized Officer/Agent

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22 day of ~~September, 2015,~~ January, 2016 pl. by Mark Skinner authorized representative of Woodland Hills Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

Barbara A. Legan

Notary Public in and for the State of Texas

BARBARA A. LEGAN
Notary Public
STATE OF TEXAS
My Comm. Exp. MARCH 9, 2016

D224016025 01/30/2024 02:10 PM Page: 1 of 14 Fee: $72.00 Submitter: Manning & Meyers, Attorney's at Law
Electronically Recorded by Tarrant County Clerk in Official Public Records
MARY LOUISE NICHOLSON
COUNTY CLERK

CERTIFICATE FOR RECORDATION OF DEDICATORY INSTRUMENT OF WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS	§	
	§	**KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT	§	

WHEREAS, Section 202.006 of the Texas Property Code requires that "A property owners' association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instruments relate is located."; and

WHEREAS, Woodland Hills Homeowners Association, Inc., a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the real property records of Tarrant County, Texas, the attached instrument; and

WHEREAS, the attached instrument constitutes a "dedicatory instrument" as defined by Section 202.001 of the Texas Property Code; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Woodland Hills Homeowners Association, Inc., Executed by Southcreek, Inc., a Texas corporation, as Declarant, was recorded at Volume 8594, Page 2326 on June 27, 1986 in the Real Property Records of Tarrant County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled "Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association" (the "Declaration") subjected to the scheme of development therein certain land located in Tarrant County, Texas;

WHEREAS, Woodland Hills Homeowners Association, Inc. is governed by Bylaws filed in the Real Property Records of Tarrant County, Texas including any amendments thereof and supplements thereto;

NOW THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the dedicatory instrument attached hereto on behalf of the Association.

[signature page follows]

EXECUTED this 23rd day of January, 2024

Woodland Hills Homeowners Association, Inc.,
A Texas non-profit corporation

By: _____
Mark Skinner, President,
Duly Authorized Officer/Agent,
Woodland Hills Homeowners Association, Inc.

STATE OF TEXAS § COUNTY OF TARRANT

This instrument was acknowledged before me on the 23rd day of January, 2024 by Mark Skinner, President, authorized representative of Woodland Hills Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

_____
Notary Public in and for the State of Texas

KEVIN CHARLES MCDONALD
Notary Public, State of Texas
Comm. Expires 08-01-2026
Notary ID 133885349

After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Tarrant, TX 75206

AMENDED & RESTATED COVENANT ENFORCEMENT AND FINING POLICY
Woodland Hills Homeowners Association, Inc.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

This Amended & Restated Covenant Enforcement and Fining Policy of Woodland Hills Homeowners Association, Inc. (the "Policy") is made effective the day of filing in the Tarrant County Real Property Records, by Woodland Hills Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Woodland Hills Homeowners Association, Inc., Executed by Southcreek, Inc., a Texas corporation, as Declarant, was recorded at Volume 8594, Page 2326 on June 27, 1986 in the Real Property Records of Tarrant County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled "Declaration of Covenants and Restrictions of Woodland Hills Homeowners Association" (the "Declaration") subjected to the scheme of development therein certain land located in Tarrant County, Texas;

WHEREAS, an amendment to the Declaration of Covenants, Conditions and Restrictions for Woodland Hills Homeowners Association, Inc. was recorded at Instrument #D217082228 on April 13, 2017in the Real Property Records of Tarrant County, Texas, entitled "First Amendment to the Declaration Woodland Hills Homeowners Association, Inc." (the "First Amendment to the Declaration");

WHEREAS, Supplements to the Declaration of Covenants, Conditions and Restrictions for Woodland Hills have been recorded in the Real Property Records of Tarrant County, Texas supplementing the Declaration;

WHEREAS, the Declaration and all supplements thereto remain in full force and effect; and

WHEREAS, the Bylaws for Woodland Hills Homeowners Association, Inc. were recorded at Instrument #D212022950 in the Real Property Records of Tarrant County, Texas, including any amendments thereof and supplements thereto and entitled "Bylaws of Woodland Hills Homeowners Association, Inc." (the "Bylaws");

WHEREAS, pursuant to Section 209.0061 of the Texas Property Code
"Section 1.

(a) A property owners' association board shall adopt an enforcement policy regarding the levying of fines by the property owners' association. The policy must include:

(1) each category of restrictive covenants for which the association may assess a reasonable fine, including:

(A) property maintenance and repair;
(B) individual misconduct; and
(C) matters affecting health and safety;
(2) a schedule of fines for each category of violation; and
(3) information regarding hearings described by Section 209.007.

(b) The enforcement policy adopted pursuant to Subsection (a) may reserve the board's authority to levy a fine from the schedule of fines that varies on a case-by-case basis.

(c) Each property owners' association shall:
(1) file a copy of the enforcement policy adopted under Subsection (a), and each subsequent amendment, with the county clerk of each county in which the subdivision is located;
(2) provide a copy of the policy to an owner of each property in the subdivision by:
(A) posting the policy on an Internet website maintained by the property owners' association or an agent acting on behalf of the association and accessible to members of the association; or
(B) annually sending a copy of the policy, separately or included in routine communication from the property owners' association to property owners, by:
(i) hand-delivery to the owner;
(ii) first class mail to the owner's last known mailing address; or
(iii) e-mail to an e-mail address provided to the property owners' association by the owner; and
(3) make the policy available on any publicly accessible Internet website maintained by the property owners' association or an agent acting on behalf of the association.

Section 2. Section 209.0061, Property Code, as added by this Act, applies only to a fine that becomes due on or after the effective date of this Act. A fine that becomes due before the effective date of this Act is governed by the law in effect immediately before the effective date of this Act, and that law is continued in effect for that purpose."

WHEREAS, Pursuant to Article IV of the Declaration of the Association, *"the administration of the Properties shall be governed by these covenants, the Articles of Incorporation, By-Laws, and published rules and regulations of the Association..."*

IN WITNESS WHEREOF, the undersigned members of the Board of Directors of Woodland Hills Homeowners Association, Inc. certifies that this Amended & Restated Covenant Enforcement and Fining Policy was approved by a majority vote of the Board of Directors. The previously filed Covenant Enforcement and Fining Policy of Woodland Hills Homeowners Association, Inc. is hereby revoked and replaced with the following Amended & Restated Covenant Enforcement and Fining Policy.

ATTACHMENT, the undersigned member of the Board of Directors of Woodland Hills Homeowners Association, Inc. hereby attaches a copy of the Amended & Restated Covenant Enforcement and Fining Policy.

Amended & Restated Covenant Enforcement and Fining Policy

Woodland Hills Homeowners Association, Inc.

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT	§	

This Amended & Restated Covenant Enforcement and Fining Policy for Woodland Hills Homeowners Association, Inc. is made effective as of the date of its filing in the Tarrant County Real Property Records.

WHEREAS, the Board of Directors of Woodland Hills Homeowners Association, Inc. (the "Association") finds there is a need to establish orderly procedures for the enforcement of the restrictive covenants set forth in the Declaration of Covenants, Conditions and Restrictions and the Bylaws for Woodland Hills Homeowners Association, Inc. recorded in the Real Property Records of Tarrant County, Texas, as same has been amended (the "Declaration"), and the Bylaws of the Association, and the Rules and Regulations of the Association for the levying of fines against violating owners.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the restrictive covenants of the Declaration and for the elimination of violations of such provisions found to exist in, on and about Lots within Woodland Hills Homeowners Association, Inc. and the same are to be known as the "Amended & Restated Covenant Enforcement and Fining Policy" (herein referred to as the "Enforcement Policy") of the Association in the discharge of its responsibilities for determination and enforcement of remedies for violations within Woodland Hills Homeowners Association, Inc.

1. Establishment of Violations. Any condition, use, activity or improvement which does not comply with the provisions of the Declaration, Bylaws or rules and regulations of the Association ("dedicatory instruments"), shall constitute a "Violation" under this Policy for all purposes. This includes, but is not limited to any construction, alteration or modification to any improvement on a Lot which does not in all respects conform to that which has been so approved or any activity or condition allowed to continue or exist on any Lot that is in direct violation of the dedicatory instruments of the Association.

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

   a. Identification of the nature and description of the Violation(s);
   b. Identification by street address and legal description, if available, of the Lot on

which the Violation exists;

c. Date of the Violation observation; and

d. Name of the person making such observation.

3. Courtesy Notice. Upon verification of the existence of a Violation by the Association or management company representative ("*Management*") of the Association, the Association may, but shall not be obligated to, send to the Lot Owner a written notice of the existence of the Violation ("*Courtesy Notice*"). The Courtesy Notice will inform the Owner of the following:

a. The nature, description, and location of the Violation; and

b. What needs to be done to cure the Violation, and provide notice that the Violation must be cured within ten (10) days of the date of the Initial Notice to avoid further enforcement measures.

4. Notice of Violation. If the Violation is not corrected or eliminated within the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association shall forward to the Owner of the Lot in question written notice of the Violations(s) by certified mail, return receipt requested (the "Notice of Violation"). The Notice of Violation, if required, shall state the following:

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

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

c. The proposed sanction to be imposed, including the amount of any fine or the amount claimed to be due from the owner for the property damage;

d. If the Violation is corrected or eliminated within a reasonable time after the Owner's receipt of the Notice of Violation that a fine will not be assessed;

e. The recipient may, on or before thirty (30) days from the receipt of the Notice of Violation, deliver to the Association a written request for a hearing;

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

g. If the Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if a written request for a hearing is not made on or before thirty (30) days from the receipt of the Notice of Violation, that the sanctions delineated in the Notice of Violation may be imposed and that any attorney's fees and cost will be charged to the Owner;

h. If a hearing is timely requested and is held before a delegate of the Board, that the Owner may appeal the decision of the delegate to the Board; and

i. A Notice of Violation is not required if the Owner was sent a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given reasonable opportunity to cure the prior Violation. In such event, the Board may impose sanctions as authorized by the Declaration and /or this Enforcement Policy without notice to the Owner other than the Final Notice of Violation described in Paragraph 6 below.

5. Request for a Hearing. If the Owner challenges the proposed action delineated in the

Notice of Violation (or the Final Notice of Violation if a Notice of Violation was not issued) by timely requesting a hearing, the hearing shall be held in executive session of the Board, a committee comprised of members of the Board, or a delegate of the Board no later than the 30th day after the date the Board receives the Owner's request for a hearing. Any hearing shall be conducted in accordance with Section 209.007 of the Texas Property Code. The hearing may be held in person, or electronically. Notice of the hearing shall be tendered to the owner at least ten days prior to the hearing. At least ten days prior to the hearing, the Association shall provide to the Owner a packet which contains all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. Either the Association or the Owner may record the hearing. During the hearing, a member of the board or the Association's designated representative shall first present the Association's case against the Owner. An Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute. The Association shall notify the Owner in writing of its decision within ten (10) business days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the ten-business day period. Such suspension shall not constitute a waiver of the right to sanction future violation of the same or other provisions and rules by any Owner.

6. Final Notice of Violation. Failure to either (i) submit complete plans and specifications showing that the Violation will be remedied, (ii) cease all non-remedial work immediately upon receipt of the Notice of Violation, and/or (iii) remedy the current Violation existing upon the Lot within ten (10) days of the date of the Notice of Violation, shall constitute a continuing Violation and result in one or more of the following: (a) the imposition of violation fines as determined by the Board against the Owner, (b) the suspension of the right to enter upon and/or use any recreational facilities within the Common Area(s), and/or (c) the pursuit of any other remedy available at law or in equity, under the dedicatory instruments or this Enforcement Policy including, but without limitation, the recording in the County Clerk's office, of a Notice that the Lot in question is in violation of restrictive covenants or an action for injunctive relief and civil damages. The Association may send, but is under no obligation, a notice to the Owner in the form of a formal written notice of fine (the "*Notice of Fine*") informing the recipient of the continuing Violation and the remedy chosen as a result thereof.

7. Appeal. Following a hearing before a committee of the Board or delegate of the board, the Owner shall have the right to appeal the decision made by the Board's appointed committee or delegate to the Board. To perfect this right, a written notice of appeal must be received by the manager, president or secretary of the Association within ten (10) days after the date of the Association's written notice to the Owner of the results of the hearing. Any hearing before the entire Board shall be held in the same manner as provided in Paragraph 5.

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

9. Corrective Action. Notwithstanding any other provision contained herein to the contrary, where a Violation is determined or deemed determined to exist, the Board may undertake to cause the Violation to be corrected, removed or otherwise abated if the Board, in its reasonable judgment, determines the Violation may be readily corrected, removed or abated without undue expense and

without breach of the peace. Where the Board decides to initiate any such action, the following will apply:

a. The Board must give the Owner and any third party that is known to the Association to be directly affected by the proposed action prior written notice of the undertaking of the action;
b. Any and all costs incurred in correcting or eliminating the Violation shall be the responsibility of the Owner causing such Violation and shall be referred to the Association to be recovered from the Owner; and
c. The Owner shall be liable to the Association and its agents and contractors or any third party for trespass or any damage or cost alleged to arise by virtue of action taken under this Paragraph 9.

10. Referral to Legal Counsel. Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. Attorney's fees and all costs incurred by the Association in enforcing the Declaration and administering this Enforcement Policy shall become the personal obligation of the Owner.

11. Fines. Subject to the provisions of the Enforcement Policy and/or the Declaration, the imposition of fines will be on the following basis:

a. Fines will be based on an amount that is reasonably related to the nature of the Violation. The Board shall have final discretion in determining the appropriate fine for the Violation in question. The Board may adopt and amend, from time to time, a schedule of fines applicable to Violations within the Association which may include a progression of fines for repeat offenders. The initial schedule of fines is attached hereto as Exhibit "A";
b. The general categories of restrictive covenants for which the Association may assess fines is attached hereto as Exhibit "B";
c. Imposition of fines will be in addition to and not exclusive of any other rights, remedies and recoveries of the Association as created by the Declaration or this Enforcement policy; and
d. Fines are imposed against Lots and become the personal obligation of the Owners of such Lots. Upon presentation of outstanding fines to the Board for action, the same will be levied against the respective Lots and their Owners as an individual assessment under the Declaration.

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

a. Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than the Owner, notices required under this Enforcement Policy

may, but shall not be required, to be given to such third party in addition to the Owner;

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

c. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

13. Cure of Violation During Enforcement. An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. The Owner will remain liable for all costs and fines under this Enforcement Policy, which costs and fines, if not paid upon demand for by Management, will be referred to the Board of Directors of the Association for collection. The Board, however, in its sole and absolute discretion, reserves the right to suspend or waive some or all of the fines imposed. The suspension or waiver of fines shall not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

14. Repeated Violation of the Same Provision of the Governing Documents. Whenever an Owner, who has previously cured or eliminated a violation after receipt of an Initial Notice, commits a separate violation of a similar provision of the dedicatory instruments within six (6) months from the date of the Notice of Violation, the Association shall reinstate the Violation, including the fines previously imposed related to such Violation that were waived by the Board, and pursue the procedures set forth herein as if the Violation had never been cured or eliminated. For purposes of illustration only, in the event the Owner cured the Violation after having received a Courtesy Notice, the second Violation of the same provision shall prompt the Association to send a Notice of Violation. Similarly, in the event the Owner cured the Violation after having received a Notice of Violation, the second Violation shall prompt the Association to send a Notice of Fine as provided hereunder. In the event an Owner cured the Violation after having received a Notice of Fine, the second Violation shall prompt the Association to commence the levying of violation fines without further notice to the Owner. In the event of a repeated violation, the Board shall be authorized to double the fine amount.

15. Uncurable Violations & Threats to Public Health and Safety. Should a Violation be of an uncurable nature or pose a threat to public safety, then the Association may, but shall not be required, to provide a reasonable period to cure the Violation in the Final Notice of Violation prior to transmitting a Notice of Fine to an Owner. A Violation is considered a threat to public health or safety if the Violation could materially affect the physical health or safety of the ordinary resident. A Violation is considered uncurable if the Violation has occurred but is not a continuous action or condition capable of being remedied by affirmative action. Examples of curable and uncurable Violation may be found at Section 209.006 of the Texas Property Code.

16. Authority of Management to Act. The Board hereby authorizes and empowers Management to do all such things and perform all such acts as are necessary to implement and effectuate the purposes of the Enforcement Policy and compliance with Texas Property Code Section 209.0051(h), including the levying of violation fines, without further action by the Board.

17. Binding Effect. The terms and conditions of this Enforcement Policy, as may be amended from time to time by the Board, shall bind all Owners including their heirs, successors, transferees or assigns, and all Lots as defined in the Declaration, and the Properties shall hereafter be held, occupied, transferred, and conveyed subject to the terms and conditions of this Enforcement Policy, as amended by the Board.

This Enforcement Policy is hereby adopted by resolution of the Board and replaces and supersedes, in all respects, all prior policies and resolutions with respect to the enforcement of violations by the Association, and shall remain in force and effect until revoked, modified or amended by the Board.

18. Definitions. The definitions contained in the Declaration and Bylaws are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Amended & Restated Covenant Enforcement and Fining Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of the same 2023, and has not been modified, rescinded or revoked.

[signature page follows]

EXECUTED this 23rd day of January, 2024

Woodland Hills Homeowners Association, Inc.
A Texas non-profit corporation

By: _____
Mark Skinner, President,
Duly Authorized Officer/Agent,
Woodland Hills Homeowners Association, Inc.

STATE OF TEXAS § COUNTY OF TARRANT

This instrument was acknowledged before me on the 23rd day of January 2024, by Mark Skinner, President, authorized representative of Woodland Hills Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

KEVIN CHARLES MCDONALD
Notary Public, State of Texas
Comm. Expires 06-01-2026
Notary ID 133885349

_____
Notary Public in and for the State of Texas

After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Dallas, TX 75206

EXHIBIT A

Schedule of Fines for All Categories of Violations Set Forth Within Exhibit B

1st Fine: An owner will receive a fine of $50.00 and 30 days to comply. If compliance is not met, then an owner will receive a 2nd fine;

Further Fines: An owner will receive an additional fine of $50.00 and 30 days to comply. If compliance is not met, then an owner will continue receiving a fine of $50.00 every 30 days that the fine is not corrected.

Board Discretion: The Board of Directors hereby reserves its authority to levy a fine from the schedule of fines that varies on a case-by-case basis. The Board of Directors may increase or decrease fine amounts at their sole and absolute discretion. The fine amount as determined by the Board of Directors shall be final and binding upon the Owners within the Association. Instances in which the Board of Directors may increase fine amounts include, but are not limited to, violations which threaten the health or safety of a member or their guest, or damage to community property.

Notice: Payment of fine amount does not imply or constitute a waiver of enforcement or the granting of a variance for the violation. All violations must be corrected and brought into compliance with restrictive covenants for the Association. If there is a subsequent violation of a similar restrictive covenant, another fine will be imposed. The Owner shall be responsible for any fines and enforcement costs assessed on the Property. If applicable, it is the Owner's responsibility to pursue reimbursement of the fines from the tenant. Violation fines may be levied each time the violation is observed. Violation fines are subject to change without further notice and at the discretion of the Board.

EXHIBIT B

General Category of Restrictive Covenants for Which the Association May Assess Fines

1) Violations of Rules and Regulations and Policies of the Association, including, but not limited to the following:
    a. Architectural Control Committee Guidelines Update;
    b. Religious Item Display Guidelines;
    c. Swimming Pool Enclosure Policy; and
    d. Security Measures Policy.

2) Violations of restrictive covenants contained within the Declaration of the Association, including, but not limited to, the following:
    a. Article III- Membership and Voting Rights in the Association;
    b. Article V- Property Rights in the Common Properties;
    c. Article VI- Covenant for Maintenance Assessment;
    d. Article VII- Restrictions on Use of Property by Occupants;
    e. Article VIII- Restrictions on Use of Property by Declarant;
    f. Article IX- Restrictions on Type of Structure Permitted
    g. Article X- Restrictions Regarding Construction and Maintenance
    h. Article XI- Insurance and Indemnification; and
    i. Article XII- General Provisions.

3) Violations of restrictive covenants contained within the Bylaws and Article of Incorporation of the Association.

OTHER PERTINENT INFORMATION

D217294661 12/22/2017 12:08 PM PGS 6 Fee: $36.00 Submitter: SIMPLIFILE
Electronically Recorded by Tarrant County Clerk in Official Public Records Mary Louise Garcia, Mary Louise Garcia

CERTIFICATE FOR RECORDATION OF DEDICATORY INSTRUMENT OF WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS	§	
	§	**KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT	§	

WHEREAS, Section 202.006 of the Texas Property Code requires that "A property owners' association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instruments relate is located."; and

WHEREAS, Woodland Hills Homeowners Association, Inc., a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the real property records of Tarrant County, Texas, the attached instrument; and

WHEREAS, the attached instrument constitutes a "dedicatory instrument" as defined by Section 202.001 of the Texas Property Code; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Woodland Hills Homeowners Association, Executed by Southcreek, Inc., a Texas Corporation, as Declarant, was recorded on or about June 27, 1986 at Volume 8594, Page 2326 in the Real Property Records of Tarrant County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled "Declaration of Covenants, Conditions, and Restrictions for Woodland Hills Homeowners Association" (the "Declaration") subjected to the scheme of development therein certain land located in Tarrant County, Texas;

NOW THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the dedicatory instrument attached hereto on behalf of the Association.

[signature page follows]

EXECUTED this 21st day of December, 2017

Woodland Hills Homeowners Association, Inc.

By: _____

Mark Skinner,
Duly Authorized Officer/Agent

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 21st day of December, 2017, by Mark Skinner authorized representative of Woodland Hills Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

_____
Notary Public in and for the State of Texas

After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Dallas, TX 75206

BARBARA A LEGAN
Notary ID # 128923790
My Commission Expires
March 9, 2020

ARCHITECTURAL CONTROL COMMITTEE VARIANCE

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT	§	

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Woodland Hills Homeowners Association, Inc., Executed by Southcreek, Inc., a Texas Corporation, as Declarant, was recorded on or about June 27, 1986 at Volume 8594, Page 2326 in the Real Property Records of Tarrant County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled "Declaration of Covenants, Conditions, and Restrictions for Woodland Hills Homeowners Association" (the "Declaration") subjected to the scheme of development therein certain land located in Tarrant County, Texas;

WHEREAS, the Association is govered by the Bylaws of the Association which have been filed of record in the Tarrant County Clerk's Office.

WHEREAS, Article VI, Section 1 of the Bylaws of the Association states as follows: "The Board of Directors shall have the power to:

a) Adopt and publish rules and regulatiosn governing the use of the Green Areas, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
b) Exercise for the Association all powers, duties and authrority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

WHEREAS, Article X, Section 2B of the Declaration of Woodland Hills Homeowners Association, Inc. states, in part, as follows:

Section 2. **Restrictions on Construction, Maintenance, and Improvements**.

B. No erection of building or exterior additions or alterations including signs to any building situated upon the properties, nor any construction of any kind whatsoever, nor erection of or changes or additions in fences, hedges, walls and other structures shall be commenced, erected, or maintained until the plan and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and locations in relation to surrounding structures and topography by an Architectural Control Committee, or by three (3) or more representatives appointed by the Board. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted to it, or, in the event, if no suit to enjoin the addition, alteration or changes has been commenced prior to the completion thereof, approval will not be required and this article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representatives shall be entitled to compensation for services performed pursuant to the Article...

WHEREAS, the Board of Directors and the Architectural Control Committee, pursuant to the Bylaws and the Declaration of the Association, seeks to grant a variance for the window bars installed upon a property within the Association.

WHEREAS, the board only wishes for the variance to extend until such time as the windows are being replaced or the property is sold.

We, the undersigned, being the directors of the Woodland Hills Homeowners Association, Inc., a Texas non-profit Association (the **"Association"**), pursuant to Section 209 of the Texas Property Code, the Bylaws and the Declaration of the Association, do by unanimous consent, take the following corporate action and adopt the following Variance, which corporate action and resolutions shall have the same force and effect as a unanimous vote of all the directors of the Association at a duly called meeting of the Board of Directors of said Association:

A Variance is Hereby Granted for Window Bars for the Following Property. This Variance shall allow the Owner of the following Property to have window bars that do not conform to the approved architectural standards for the Association. This Variance shall only extend until such time as the windows currently existing upon the property are being replaced or the property is sold to a third party. Upon the earlier of the windows existing upon the property being replaced or the property being sold then this Variance shall expire as to that Property and the Owner of such property shall be required to remove the window bars currently existing upon the property. This variance shall bind the current owner of the property and all future owners of the property.

1) Property Address:
    a. Owner Name: Bert De Lawyer & Sondra De Lawyer
    b. Was ACC approval obtained prior to Installation of Window Bars: No
    c. Date Window Bars were Installed: November 2017
    d. Property Legal Description: Lot 1, Block 4, Woodland Hills, Fifth Filing, an Addition to the City of Colleyville, Tarrant County, Texas, according to the Map or Plat thereof, recorded in Cabinet A, Slide 1-2, Plat Records, Tarrant County, Texas.

This is to certify that the foregoing Variance was adopted by the Board of Directors at a meeting of the same and has not been modified, rescinded or revoked.

[signature page follows]

EXECUTED this 21st day of December, 2017

WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC.,
A Texas non-profit corporation

By: _____
Mark Skinner
Woodland Hills Homeowners Association, Inc.

STATE OF TEXAS § COUNTY OF TARRANT

This instrument was acknowledged before me on the 21st day of December, 2017, by Mark Skinner authorized representative of WOODLAND HILLS HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.

_____
Notary Public in and for the State of Texas

BARBARA A LEGAN
Notary ID # 128923790
My Commission Expires
March 9, 2020

After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Tarrant, TX 75206