Grand Peninsula Owners Association, Inc.
Governing Documents
Index

Articles of Incorporation

- Recorded Texas Secretary of State 5/15/2001
- Recorded with Tarrant County 7/23/2003

Bylaws

- Bylaws of Grand Peninsula Owners Association, Inc.
  - Exhibit "C" to Original Declaration, recorded in Tarrant County, 6/12/2002

- First Amendment to By-Laws of Grand Peninsula Owners Association, Inc.
  - Recorded in Tarrant County, 11/2/2005

- Second Amendment to By-Laws of Grand Peninsula Owners Association, Inc.
  - Recorded in Tarrant County, 9/25/2009

Declaration of Covenants, Conditions, and Restrictions

- Original Declaration of Covenants, Conditions and Restrictions; (recorded in Tarrant County, 6/12/2002)
- Exhibit "A" - Land Initially Submitted
- Exhibit "B" - Land Subject to Annexation
- Exhibit "C" - By-Laws of Grand Peninsula Owners Association, Inc.
- Exhibit "D" - Design Review Guidelines

Amendments to Declaration of Covenants, Conditions, and Restrictions

- First Amendment to Declaration of CC&R's, re: Class "B" Control
  - recorded in Tarrant County, 11/2/2005
- Second Amendment to Declaration of CC&R's, re: Voting Groups
  - recorded in Tarrant County, 9/25/2009
- Third Amendment to Declaration of CC&R's re: Sex Offender Restriction,
  - recorded in Tarrant County 4/26/2011
- Fourth Amendment to Declaration of CC&R's re: Capitalization fee
  - recorded in Tarrant County, 4/17/2015
- Fifth Amendment to Declaration of CC&R's re: Landscaping; 2 Tree rule
  - recorded in Tarrant County, January 2017
- Sixth Amendment to Declaration of CC&R's re: Article XI, Architectural Standards, amended by deleting Article XI in its entirety and replacing with this amendment,
  - recorded in Tarrant County, 12/1/2017
- Seventh Amendment to Declaration of CC&R's re: Article XII, Use Restrictions, amended Section 25, Business Use to add garage sales
  - Recorded in Tarrant County, 12/20/18

Supplements to Declaration of Covenants, Conditions, and Restrictions

- Supplemental Declaration re: Establishment of Voting Groups
    - recorded in Tarrant County 12/20/2005
- Supplemental Declaration of Covenants Conditions, and Restrictions for Grand Peninsula Owners Association; (recorded in Tarrant County 8/12/16)
    - Annexation of Entry Monument Parcel

- Supplemental Declaration for Grand Peninsula Owners Association **-** ***(Neighborhoods)***
    - ***The Harbour at Grand Peninsula - Phase 1***; (recorded 4/4/2003, in Tarrant County)
    - ***The Harbour at Grand Peninsula - Phase 2***; (recorded 12/30/2003, in Tarrant County)
    - ***Lakeside at Grand Peninsula (Phase 2)***; (recorded 4/4/2003, in Tarrant County)
    - ***The Landing at Grand Peninsula - Phase 2***; (recorded 12/30/2003, in Tarrant County)
    - ***The Cove at Grand Peninsula - Phase 1***; (recorded 07/14/2014, in Tarrant County)
    - ***The Cove at Grand Peninsula - Phase 2***; (recorded 12/27/2005, in Tarrant County)
    - ***The Bluffs at Grand Peninsula - Phase 1***; (recorded 07/14/2004, in Tarrant County)
    - ***The Bluffs at Grand Peninsula - Phase 2***; (recorded 12/27/2005, in Tarrant County)
    - ***The Bluffs at Grand Peninsula - Phase 3***; (recorded 07/25/2007, in Tarrant County)
    - in Tarrant County)
    - ***The Coast at Grand Peninsula - Phase 1***; (recorded 07/14/2004, in Tarrant County)
    - ***The Coast at Grand Peninsula - Phase 2 & 3***; (recorded 7/25/2007 in Tarrant County)

Amendments to Design Review Guidelines, Exhibit "D" to CC&R's

- First Amendment to Design Review Guidelines, re: Fencing requirements
    - recorded in Tarrant County, February 2006
- Second Amendment to Design Review Guidelines, re: Landscaping, 2 Tree rule
    - recorded in Tarrant County, January 2017

Filing of Dedicatory Instruments

- Notice of Filing of Dedicatory Instruments for Grand Peninsula; (recorded in Tarrant County 7/23/2003)
    - Exhibit "B"

        - Articles of Incorporation
        - Fine Structure Policy
        - GPOA Pool Rules & Regulations; (superseded 10/3/08)
- Supplement to Notice of Filing of Dedicatory Instruments; (recorded in Tarrant County, 3/29/2006)
    - Exhibit 1-A - Rules Regarding Occupancy, Leasing and Sale of Units
    - Exhibit 2-A - Rules Regarding Signs

- Certificate of Recordation of Dedicatory Instruments; (recorded in Tarrant County 10/23/2008)
    - Exhibit - Rules Regarding Storage of Portable Basketball Goals

- Certificate of Recordation of Dedicatory Instruments of Grand Peninsula
    - Pool Rules, adopted 10/3/2008; (superseded 6/9/2010); (copy not included herein)

- Second Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula; (recorded in Tarrant County, 11/30/2009)
    - Exhibit 1-A - Assessment Collection and Payment Application Policy

- Third Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula
    - Exhibit 1 - Amended Pool Rules & Regulations, adopted 6/2/10; recorded in Tarrant County 6/9/10. ; (Superseded 1/17/2012) ; (copy not included herein)

- Fourth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula; (recorded in Tarrant County 1/17/2012)
    - Exhibits:
        - A -1 - Application of Payments Policy
        - A -2 - Payment Plan Policy
        - A -3 - Record Production and Copying Policy
        - A -4 - Records Retention Policy
        - A -5 - Email Registration Policy
        - A -6 - Resolution; (Covenant Compliance Inspection)
        - A -7 - Time-Saving Operational Guidelines for Assessment Collection
        - A -8 - Conveyance of Association Owned Units
        - A -9 - Pool Rules & Regulations; (superseded 1/16/2013)
        - A -10 - Update to GPOA Modifications Policies
            - Basketball Goals
            - Flagpoles / Flags
            - Rain Collection / Storage Devices
            - Religious Displays
            - Solar Devices and Roofing Materials

- Fifth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula; (Recorded in Tarrant County 11/6/2013)
    - Exhibit A -1 - Pool Rules & Regulations

- Exhibit A -2 - Gym Rules

- Sixth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula; (recorded in Tarrant County, 10/2/2014)
  - Exhibit A-1 - Pool Rules & Regulations (amended July 23, 2014)
- Seventh Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula (Recorded in Tarrant County, 8/10/17)
  - Exhibit A-1 – Amended and Restated Covenant Enforcement and Fining Policy
  - Exhibit A-2 – Pool Rules & Regulations (revised April 24, 2017)
  - Exhibit A-3 – Fitness Center User Liability Agreement and Rules

- Eighth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula [Resolution Rescinding Covenants Compliance Inspection Policy]
  (Recorded in Tarrant County, 8/24/17)
  - Exhibit A-1 – Resolution Rescinding Covenants Compliance Inspection Policy (adopted August 16, 2017)

Other Pertinent Information

- Termination of Class B Membership; (recorded in Tarrant County 11/2/1005)
- Memorandum of Oil and Gas Lease; (January 17,2008)
- Notice of Confirmation of Declarant Status for Grand Peninsula Residential Development; (recorded in Tarrant County, July 2009)
- Special Warranty Deed; (recorded 1/4/2016)
  - .069 Acre tract of land

ARTICLES OF INCORPORATION

FILED
In the Office of the
Secretary of State of Texas
MAY 15 2001
Corporations Section

ARTICLES OF INCORPORATION

OF

GRAND PENINSULA OWNERS ASSOCIATION, INC.

I, the undersigned natural person of the age of eighteen (18) years or more, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, hereby adopt the following Articles of Incorporation for a non-stock, non-profit corporation.

ARTICLE I

The name of the Corporation is Grand Peninsula Owners Association, Inc.

ARTICLE II

Definitions

The following words when used in these Articles of Incorporation shall have the following meanings:

(a) "City" shall mean and refer to the City of Grand Prairie, Texas

(b) "Common Area" shall mean all real and personal property which the Association now or hereafter owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners, and shall include Exclusive Common Areas, as defined in the Declaration.

(c) "Corporation" shall mean and refer to Grand Peninsula Owners Association, Inc., its successors and assigns.

(d) "Declarant" shall refer to W/J Grand Peninsula, LP, a Texas limited partnership or any successor, successor-in-title or assignee who takes title to any portion of its interest under the Declaration.

(e) "Declaration" means and refers to that certain Declaration of Covenants, Conditions and Restrictions applicable to the Properties executed by W/J Grand Peninsula, LP, a Texas limited partnership, and recorded in the office of the County Clerk of Tarrant County, Texas.

(f) "Main Entryway" means and refers to the entry features at Grand Peninsula Drive and Lakeridge Parkway.

(g) "Member" shall refer to a Person entitled to membership in the Association, as provided in Article III, Section 2 of the Declaration

(h) "Owner" shall refer to one or more Persons who hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation If a Unit is sold under a recorded contract of sale, and the contract specifically so provides, the purchaser (rather that the fee owner) will be considered the Owner.

(i) "Properties" shall mean and refer to the real property as described in Exhibit "A" attached to the Declaration, together with such additional property as is hereafter subjected to the Declaration in accordance with Article IX of the Declaration.

(j) "Unit" shall mean a portion of the Properties, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. The term shall include its meaning, by way of illustration but not limitation, condominium units, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots, as well as vacant land intended for development as such, but shall not include Common Areas, common property of Neighborhood Associations, or property dedicated to the public In the case of a structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit.

ARTICLE III

This Corporation is a non-profit corporation. The general purpose for which it is formed is to provide for the following purposes. (a) improve, beautify, maintain, manage and operate the Common Area, and pay taxes and insurance premiums thereon, and to promote the recreation, health, safety, convenience and welfare of the members of the Corporation, such benefits to include, by way of illustration but not limitation, providing professional management or financial services, providing patrol or watchman service, providing service contractors to manage and maintain recreational facilities; providing and maintaining lighting standards fixtures and facilities, plumbing equipment and drainage systems for the Common Area; fogging for insect control; providing garbage and rubbish pickup, maintaining the unpaved portion of, and any esplanades on, any street or right of way adjoining the Property, maintaining landscaping and other improvements (including without limitation walls, retaining walls, monuments, signage and irrigation systems) contained within the esplanades and cul-de-sacs in any public streets located within the Properties, or in any landscape reserves, enforcing the provisions contained in the Declaration, employing one or more architects, engineers, attorneys, or other consultants, for the purpose of advising the Corporation in carrying out duties and authority as set forth herein or, for the maintenance and/or improvement of the Common Area for the benefit of the members of the Corporation and (b) mow, irrigate and otherwise maintaining the Main Entryways and maintain any landscaping or irrigation systems which may now or from time to time be located therein. The Corporation shall have the power and authority to execute such agreements as the City may require in order to afford the Corporation the right or license to enter upon the Main Entryways for the purposes herein set forth.

The purpose of the Corporation may be expanded from time to time pursuant to the terms of the Declaration.

ARTICLE IV

The address of the initial registered office of the Corporation is 600 N. Pearl, Suite 650, LB 149, Dallas, Texas 75201, and the name of its initial registered agent at such address is Franklin G. Murphy.

ARTICLE V

The period of duration of the Corporation is perpetual.

ARTICLE VI

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

Franklin G Murphy	Wynne/Jackson, Inc. 600 N. Pearl, Suite 650, LB 149 Dallas, Texas 75201
Michelle M Clark	Wynne/Jackson, Inc. 600 N Pearl, Suite 650, LB 149 Dallas, Texas 75201
Christopher C Jackson	Wynne/Jackson, Inc. 600 N. Pearl, Suite 650, LB 149 Dallas, Texas 75201

ARTICLE VII

The name and street address of the incorporator is Robert L. Owens, Owens, Clary & Aiken, L.L.P., 1717 Main Street, Suite 2400, Dallas, Texas 75201.

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

The Corporation shall have no stock or shares.

ARTICLE XI

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

IN WITNESS WHEREOF, I have hereunder set my hand this 15th day of May, 2001.

Robert L. Owens

STATE OF TEXAS §
§
COUNTY OF DALLAS §

I Patricia L. Holt, Notary Public in and for said state and county do hereby certify that on this 15th day of May, 2001 personally appeared before me Robert L. Owens, who being by me duly sworn, declared that he is the person who signed the foregoing document as incorporator and that the statements therein contained are true

PATRICIA LOUISE HOLT
Notary Public, State of Texas
My Commission Expires 09-10-04

Patricia L. Holt
Notary Public, State of Texas

Patricia L. Holt
Printed Name

My Commission Expires.

9-10-04

Articles.GP

BYLAWS

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BY-LAWS

OF

GRAND PENINSULA OWNERS ASSOCIATION, INC.

Article I
Name, Principal Office, and Definitions

Section 1. Name. The name of the Association shall be Grand Peninsula Owners Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The principal office of the Association in the State of Texas shall be located in either Tarrant or Dallas County. The Association may have such other offices, either within or outside the State of Texas as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words in these By-Laws shall be given their normal commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall otherwise require.

Article II
Association: Membership, Meetings, Quorum, Voting, Proxies

Section 1. Membership. The Association shall have two classes of membership. Class "A" and Class "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

Section 3. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one year from the date of incorporation of the Association. Meetings shall be of the Voting Members or their alternates. Subsequent regular annual meetings shall be set by the Board so as to occur during the forth quarter of the Association's fiscal year on a date and at a time set by the Board of Directors.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Voting Members representing at least ten (10%) percent of the total Class "A" votes of the Association.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Voting Members shall be delivered, either personally or by mail, to each Voting Member entitled to vote at such meeting, not less than 10 nor more than 50 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Voting Member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Voting Members shall be deemed the equivalent of proper notice. Any Voting Member may, in writing, waive notice of any meeting of the Voting Members, either before or after such meeting. Attendance at a meeting by a Voting Member shall be deemed waiver by such Voting Member of notice of the time, date, and place thereof, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting may adjourn the meeting to a time not less than 5 nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Voting Members in the manner prescribed for regular meetings.

The Voting Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum, provided that Voting Members representing at least twenty (20%) percent of the total votes of the Association remain in attendance, and provided further that any action taken is approved by at lease a majority of the votes required to constitute a quorum.

Section 8. Voting. The voting rights of the members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Voting Members may not vote by proxy but only in person or through their designated alternates.

Section 10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence of Owners or Voting Members representing one-third (1/3) of the total votes in the Association shall constitute a quorum at all meetings of the Association; provided, if a quorum is not present at any meeting when initially called, then the meeting may be adjourned and reconvened within 30 days after the date originally called and the quorum requirement upon such reconvening shall be reduced to one-fourth (1/4) of the total votes in the Association. Any provisions in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 13. Action Without a Meeting. Any action required by law to be taken at a meeting of the Voting Members or Owners, or any action which may be taken at a meeting of the Voting Members or Owners, may be taken without a meeting if written consent setting forth the action so taken is signed by a

sufficient number of Voting Members or Owners as would be necessary to take that action at a meeting at which all of the Voting Members or Owners were present and voted.

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Article III
Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one vote. Except with respect to directors appointed by the Class "B" Member, the directors shall be Members or spouses of such Members; provided however, no person and his or her spouse may serve on the Board at the same time (except in the case of Class "B" Member appointees). In the case of a Member which is not a natural person, the person designated in writing to the secretary of the Association as the representative of such Member shall be eligible to serve as a director.

Section 2. Directors During Class "B" Control Period. Subject to the provisions of Section 6 below, the directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

(a) when ninety (90%) percent of the total number of Units proposed by the Master Land Use Plan for the property described on Exhibits "A" and "B" of the Declaration have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders.

(b) December 31, 2031; or

(c) when, in its discretion, the Class "B" Member so determines.

Section 3. Right to Disapprove Actions. So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove any action, policy or program of the Association, the Board and any committee which, in the judgement of the Class "B" Member, would tend to impair rights of the Declarant or Builders under the Declaration or these By-Laws, or interfere with development, construction of any portion of the Properties, or diminish the level of services being provided by the Association.

No such action, policy or program shall become effective or be implemented until and unless:

(a) The Class "B" Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Association, the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Board of Directors meetings with Article III, Section 8, 9, and 10, of these By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Class "B" Member, its representatives or agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Class "B" Member shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Association, the Board of Directors or any committee thereof, if Board, committee, or Association approval is necessary for such action. This right may be exercised by the Class "B" Member, its successors, assigns, representatives, or agents at any time within 10 days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may

be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 4. Number of Directors. The number of directors in the Association shall be not less than three nor more than seven, as provided in Section 6 below. The initial Board shall consist of three members as identified in the Articles of Incorporation.

Section 5. Nomination of Directors. Except with respect to directors selected by the Class "B" Member, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three or more Members of the Association, with at least one representative from each Voting Group. The Nominating Committee shall be appointed by the Board of Directors not less than 30 days prior to each annual meeting of the Voting Members or Owners to serve a term of one year or until their successors are appointed, and such appointment shall be announced at each such 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 in no event less than the number of positions to be filled. The Nominating Committee shall nominate separate slates for the directors to be elected at large by all Voting Members, and for the director(s) to be elected by and from each Voting Group. Nominations for each slate shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes.

Section 6. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within 30 days after the time that Class "A" Members other than Builders own fifty (50%) percent of the Units proposed by the Master Land Use Plan for the property described in Exhibits "A" and "B", or whenever the Class "B" Member earlier determines, the Board shall be increased to five directors. The Association shall call a special meeting at which Voting Members representing the Class "A" Members shall be entitled to elect two of the five directors, who shall serve as at-large directors. The remaining three directors shall be appointees of the Class "B" Member. The directors elected by the Voting Members shall not be subject to removal by the Class "B" Member and shall be elected for a term of two years or until the happening of the event described in subsection (b) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in subsection (b) below, successors shall be elected for a like term.

(b) Within 90 days after termination of the Class "B" Control Period, the Association shall call a special meeting at which Voting Members representing the Class "A" Members shall be entitled to elect three of the five directors, who shall serve as at-large directors. The remaining two directors shall be appointees of the Class "B" Member. The directors elected by the Voting Members shall not be subject to removal by the Class "B" Member and shall serve until the first annual meeting following the termination of the Class "B" Control Period. If such annual meeting occurs within 90 days after the termination of the Class "B" Control Period, this subsection shall not apply and directors shall be elected in accordance with subsection (c) below.

(c) At the first annual meeting of the membership after the termination of the Class "B" Control Period, the number of directors shall be increased to seven (7) and selected as follows: all directors shall be elected by the Voting Members representing both Class "A" and Class "B" Members, with an equal number of directors elected from each Voting Group and any remaining directorships filled at large by the vote of all Voting Members. Four directors shall be elected for a term of two years and three directors shall be elected for a term of one year. At the expiration of the initial term of office of each member of the Board of Directors and at each annual meeting thereafter, a successor shall be elected to serve for a term of two years.

Each Voting Member may cast the total number of votes to which it is entitled under Article III, Section 4(b) of the Declaration with respect to each vacancy to be filled from each slate on which such Voting Member is entitled to vote. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected. The directors elected by the Voting Members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

Section 7. Removal of Directors and Vacancies. Any director elected by the Voting Members may be removed, with or without cause, by the vote of Voting Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected by the Voting Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Voting Members who has three consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than 30 days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board, and it may appoint a successor; provided, upon written petition of the Class "B" Member or Class "A" Members entitled to cast at least ten (10%) percent of the total Class "A" votes in the Association, the Board shall call a special meeting for the purpose of electing a successor to fill any vacancies on the Board. In such case, only the Voting Members entitled to elect the director who vacated the position shall be entitled to vote for a successor. Any director appointed by the Board shall be selected from the Voting Group represented by the director who vacated the position and shall serve for the remainder of the term of such director.

B. Meetings.

Section 8. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within 10 days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of the time and place of the meeting shall be communicated to directors not less than four days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least 72 hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Voting Members representing a majority of the total Class "A" vote of the Association at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 15. Open Meetings. Subject to the provisions of Section 16 of this Article, all meetings of the Board shall be open to all Voting Members, but Voting Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Voting Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Voting Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

Section 16. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if written consent setting forth the action so taken is signed by a sufficient number of directors as would be necessary to take that action at a meeting at which all of the directors were present and voted.

C. Powers and Duties.

Section 17. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Voting Members or the membership generally.

The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation but not limitation:

(a) preparation and adoption, in accordance with Article X of the Declaration, of annual budgets in which there shall be established the contribution of each Owner to the Administrative Expenses, Common Area Expenses and Neighborhood Expenses;

(b) making assessments to defray the Administrative Expenses, Common Area Expenses and Neighborhood Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Unit's proportionate share of the Administrative Expenses and Common Area Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;

(c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgement, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories requires;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area and Detention Basins in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available to any prospective purchaser of a Unit, any Owner of a Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Unit and all other books, records, and financial statements of the Association; and

(n) permitting utility suppliers to use portions of the Common Area and Detention Basins reasonably necessary to the ongoing development or operation of the Properties.

Section 18. Management. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (f), (g) and (i), of Section 17 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

Section 19. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise, any thing of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) commencing at the end of the month in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (any assessment or installment thereof shall be considered to be delinquent on the fifteenth day following the due date unless otherwise specified by resolution of the Board of Directors); and

(g) an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant; provided, upon written request of any holder, guarantor or insurer of any first Mortgage on a Unit, the Association shall provide an audited financial statement. During the Class "B" Control Period, the annual report shall include certified financial statements.

Section 20. Borrowing. The Association, acting through the Board of Directors, shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Area of Common Responsibility without the approval of the Voting Members of the Association. The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain Voting Member approval in the same manner provided in Article X, Section 7, of the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year. Notwithstanding anything to the contrary contained in the Declaration, these By-Laws, or the Articles of Incorporation, during the Class "B" Control Period, no Mortgage lien shall be placed on any portion of the Common Area or Detention Basin without the affirmative vote or written consent, or any combination thereof, of Voting Members representing at least fifty-one (51%) percent of the Members other than the Declarant and the Declarant's nominees.

Section 21. Rights of the Association. With respect to the Area of Common Responsibility, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhood and other owners or residents associations, both within and without the Properties. Such agreements shall require the consent of a majority of the total number of directors of the Association.

The Association shall not be bound, either directly or indirectly, by any contract, lease, or other agreement with the Declarant (including any management contract) executed during the Class "B" Control Period unless such contract, lease or other agreement contains a right of termination exercisable by either party at any time, with or without cause, upon not more than 90 days notice to the other party.

Section 22. Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote or any person's right to use the Common Area for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Unit or to suspend an Owner's right to vote due to nonpayment of assessments. In the event that any occupant, guest or invitee of a Unit violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 10 days within which the alleged violator may present a written request to the Covenants Committee, if any, or Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 10 days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) Hearing. If a hearing is requested within the allotted ten day period, the hearing shall be held in executive session affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors or the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(c) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within 30 days after the hearing date.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

Article IV
Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Voting Members, as set forth in Article III.

Section 3. Removal and Vacancies. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the 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. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Article III, Section 13 hereof.

Article V
Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 2. Covenants Committee. In addition to any other committees which may be established by the Board pursuant to Section 1 or this Article, the Board of Directors may appoint a Covenants Committee consisting of at least five and no more than seven members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article III, Section 22 of these By-Laws.

Section 3. Neighborhood Committees. In addition to any other committees appointed as provided above, each Neighborhood which has no formal organizational structure or association may elect a Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. A Neighborhood Committee may advise the Board on any other issue, but shall not have the authority to bind the Board of Directors. Such Neighborhood Committees, if elected, shall consist of three to five Members, as determined by the vote of at least 51% of the Owners of Units within the Neighborhood.

Neighborhood Committee members shall be elected for a term of one year or until their successors are elected. Any director elected to the Board of Directors from a Neighborhood shall be an ex officio member of the Committee. The committee members shall select one Voting Member from such Neighborhood to be the chairperson of the Neighborhood Committee and preside at its meetings and such Voting Member shall be responsible for transmitting any and all communications to the Board of Directors.

In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the notice and quorum requirements applicable to the Board of Directors under Article III, Section 9, 10, 11 and 12, and the procedural requirements set forth in Article III, Sections 14, 15, and 16; however, the term "Voting Member" as used in such sections shall refer to the Owners of Units within the Neighborhood.

Article VI
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Texas law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 3. Conflicts. If there are conflicts between the provisions of Texas law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Texas law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration, By-Laws, and Articles of Incorporation, any amendments to the foregoing, the rules and regulations of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Unit, Member of the Association, or by the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in the Unit at the office of the Association or at such other place within the Properties as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member or Voting Member, at the address which the Member or Voting Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member or Voting Member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. Amendment.

(a) By Declarant. Prior to the conveyance of the first Unit by Declarant, Declarant may unilaterally amend these By-Laws. After such conveyance, the Declarant may unilaterally amend these By-Laws at any time and from time to time if such amendment is (a) necessary to bring any provisions hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; or (d) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibits "A" or "B" of the Declaration for development as part of the Properties, the Declarant may unilaterally amend these By-Laws for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

(b) By Owners. Except as provided above and otherwise specifically provided herein, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing sixty-seven (67%) percent of the total votes in the Association, including sixty-seven (67%) percent of the votes held by Members other than the Declarant, and the consent of the Declarant, so long as the Declarant has a right to annex additional property to the Declaration. In addition, the approval requirements set forth in Article XIV of the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the County Clerk Official Records of Tarrant, Texas.

If an Owner consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

COVENANTS, CONDITIONS
&
RESTRICTIONS

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

GRAND PENINSULA OWNERS ASSOCIATION, INC.

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTION FOR GRAND PENINSULA OWNERS ASSOCIATION, INC.

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 1st day of April 2002, by W/J Grand Peninsula, LP a Texas limited partnership (hereinafter referred to as "Declarant").

Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Properties. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or hereafter subjected to this Declaration.

Declarant hereby declares that all of the property described in Exhibit "A" and any additional property which is hereafter subjected to this Declaration by Supplemental Declaration (as defined herein) shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration. This Declaration shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

Declarant intends to create a public improvement district for the Properties (the "PID"), under the Public Improvement District Assessment Act, V.T.C.A., Local Government Code 372.01 et. seq, (the "Act") so that powers granted under the Act may be exercised by the City of Grand Prairie, Texas (the "City"). Under this PID, the Declarant intends that the City will be authorized to utilize the PID to fund improvement projects and special supplement services, (such improvements and services collectively the "Special Services") that will confer a special benefit on the Properties. The City Council of the City will be authorized to levy and collect assessments on property within the PID ("PID Assessments"), based on benefits conferred by the Special Services, in order to pay all or part of the costs of the Special Services. It is further intended that all or a majority of the PID Assessments collected by the City will be used to maintain all or a portion of the Common Areas and Detention Basins.

This Declaration does not and is not intended to create a condominium within the meaning of the Texas Condominium Act, Tex. Prop. Code Ann., Section 81.001, et seq. (Vernon 1984).

Article I.
DEFINITIONS

The terms in this Declaration and the exhibits to this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

Section 1. "Admin Assessments" shall refer to assessments levied on all Units subject to assessment under Article X to fund Administrative Expenses for the general benefit of all Units, as more particularly described in Article X, Sections 1 & 4.

Section 2. "Administrative Expenses" shall mean the actual and estimated administrative expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Unit Owners as may be found to be necessary and appropriate by the Board to administer this Declaration, the By-Laws, and the Articles of Incorporation of the Association, but shall not include any Common Area Expenses, development costs incurred during the Class "B" Control Period for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs unless approved by Voting Members representing a majority of the total Class "A" vote of the Association.

Section 3. "Area of Common Responsibility" shall mean and refer to the Common Area, Detention Basins, and Drainage Easements, together with those areas, if any, which through the terms of this Declaration, any Supplemental Declaration or other applicable covenants, contract, agreement with any Neighborhood, or Interlocal Agreement become the responsibility of the Association.

Section 4. "Articles of Incorporation" or "Articles" shall refer to the Articles of Incorporation of Grand Peninsula Owners Association, Inc., as filed with the Secretary of State of the State of Texas.

Section 5. "Association" shall refer to Grand Peninsula Owners Association, Inc., a Texas corporation, its successors or assigns.

Section 6. "Base Assessment" shall refer to assessments levied on all Units subject to assessment under Article X to fund Common Area Expenses for the general benefit of all Units, as more particularly described in Article X, Sections 1 and 4.

Section 7. "Benefitted Assessment" shall mean assessments levied in accordance with Article X, Section 8 of this Declaration.

Section 8. "Board of Directors" or "Board" shall be the body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under Texas corporate law.

Section 9. "Builder" shall mean any Person which purchases one or more Units or parcels of land within the Properties for the purpose of constructing improvements thereon for resale in the ordinary course of such Person's business.

Section 10. "By-Laws" shall refer to the By-Laws of Grand Peninsula Owners Association, Inc., attached hereto as Exhibit "C" and incorporated by reference, as they may be amended from time to time.

Section 11. "Capitalization Fees" shall mean the Operating Fund Capitalization Fees and the Reserve Fund Capitalization Fees, as provided for in this Declaration.

Section 12. "Class B" Control Period" shall refer to the period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors, as provided in Article III, Section 2 of the By-Laws.

Section 13. "Common Area" shall mean all real and personal property which the Association now or hereafter owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners, and shall also include Detention Basins, Drainage Easements, and Exclusive Common Areas, as defined below.

Section 14. "Common Area Expenses" shall mean the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Unit Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association, but shall not include any Administrative Expenses, development costs incurred during the Class "B" Control Period for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs unless approved by Voting Members representing a majority of the total Class "A" vote of the Association.

Section 15. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors and the New Construction Committee.

Section 16. "Declarant" shall refer to W/J Grand Peninsula, LP, a Texas limited partnership, qualified to do business in Texas, or any successor, successor-in-title, or assign who takes title to any portion of the real property described on Exhibits "A" or "B" hereof for the purpose of development and/or sale in the ordinary course of such Person's business and who is (a) Declarant's lender under any financing obtained by Declarant for development of the Properties, or (b) designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

Section 17. "Detention Basins" shall mean and refer to those certain detention and sedimentation ponds and basins situated within the Properties as designated on a plat or other instrument signed by Declarant and recorded in the County Clerk Official Records in Tarrant or Dallas Counties, Texas as a "Detention Basin" or otherwise for the detention of surface and storm pipe water flow.

Section 18. "Drainage Easement" shall mean such portions of the Properties as are designated on a plat or other instrument signed by Declarant and recorded in the County Clerk Official Records in Tarrant or Dallas Counties, Texas as a "Drainage Easement" or otherwise for drainage of surface water flow.

Section 19. "Dwelling Improvements" shall mean all fixtures, structures and appurtenances thereto of every type or kind pertaining to a single family residential building.

Section 20. "Exclusive Common Area" shall refer to a portion of the Common Area intended for the exclusive use or primary benefit of one or more, but less than all, Neighborhoods, as more particularly described in Article II.

Section 21. "Interlocal Agreement" shall mean any written agreement entered into between the Association and any other non-profit property owners association, public improvement district, or between the Association and the City or any other governmental or quasi-governmental entity.

Section 22. "Master Land Use Plan" shall refer to the master land use plan for the development of Grand Peninsula community prepared by or on behalf of Declarant, as it may be amended from time to time, which plan includes the property described on Exhibit "A" and all or a portion of the property described on Exhibit "B" which Declarant may from time to time anticipate subjecting to this Declaration. Inclusion of property on the Master Land Use Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion of property described on Exhibit "B" from the Master Land Use Plan bar its later annexation in accordance with Article IX.

Section 23. "Member" shall refer to a Person entitled to membership in the Association, as provided in Article III, Section 2.

Section 24. "Mortgage" shall refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Section 25. "Mortgagee" shall refer to a beneficiary or holder of a Mortgage.

Section 26. "Mortgagor" shall refer to any Person who gives a Mortgage.

Section 27. "Neighborhood" shall refer to each separately developed residential area within the Properties, whether or not governed by a Neighborhood Association (as defined in Section 29 below), in which the Owners of Units may have common interests other than those common to all Members of the Association. For example, and by way of illustration and not limitation, each condominium, townhome development, cluster home development, and single-family detached development may constitute a separate neighborhood, or a Neighborhood may be comprised of more than one housing type with other features in common. In addition, each parcel of land intended for development as any of the above shall constitute a Neighborhood, subject to division into more than one Neighborhood upon development.

Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee (established in accordance with the By-Laws) or Neighborhood Association having concurrent jurisdiction over the property within the Neighborhood. Neighborhood boundaries may be established and modified as provided in Article III, Section 4, of this Declaration.

Section 28. "Neighborhood Assessments" shall mean assessments levied against the Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as more particularly described in Article X, Sections 1 and 5 of this Declaration.

Section 29. "Neighborhood Association" shall refer to any condominium association or other owners associations having concurrent jurisdiction over any Neighborhood.

Section 30. "Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of Owners of Units within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein or in Supplemental Declarations applicable to the Neighborhoods.

Section 31. "Operating Fund" shall mean the account(s) into which the Board and/or the manager shall deposit monies paid to the Association as assessments, exclusive of such portions of the assessments as the Board may allocate to a Reserve Fund as provided herein.

Section 32. "Operating Fund Capitalization Fees" shall mean those fees payable upon such transfer of Units, as provided in Article X Section 12 hereof.

Section 33. "Owner" shall refer to one or more Persons who hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

Section 34. "Person" shall mean a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 35. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional property as is hereafter subjected to this Declaration in

accordance with Article IX.

Section 36. "Reserve Fund" shall mean the account(s) into which are deposited all Reserve Fund Capitalization Fees and any portions of any Base Assessments earmarked by the Board as contingency funds for the operation of the Association and/or the purchase of property beneficial to the Association, of the construction, repair, replacement or other restoration work to the Common Area, Detention Basins, or Drainage Easements.

Section 37. "Reserve Fund Capitalization Fees" shall be those fees payable upon such transfers of Units as provided in Article X Section 13 hereof.

Section 38. "Rules and Regulations" shall mean and refer to such rules and regulations concerning the Common Areas, Detention Basins, the general welfare of the Association, the Properties, and/or the Members, or any other matter deemed appropriate by the Board, as may be promulgated from time to time by the Board as provided for in Article IV Section 3.

Section 39. "Special Assessment" shall mean and refer to assessments levied in accordance with Article X, Section 7 of this Declaration.

Section 40. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration filed pursuant to Article IX which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein. The term shall also refer to an instrument filed by the Declarant pursuant to Article III, Section 4(c), which designates Voting Groups.

Section 41. "Unimproved Units" shall mean all Units on which as of January 1st of each calendar year, no Dwelling Improvements were located thereon as shown by the Tarrant County Central Appraisal District on their property tax rolls as of January 1st of the previous year (example: the property taxes rolls for the county for the year 2002 would be used by the Association in determining whether any Dwelling Improvements were on Units as of January 1 of 2003).

Section 42. "Unit" shall mean a portion of the Properties, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. The term shall include its meaning, by way of illustration but not limitation, condominium units, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots, as well as vacant land intended for development as such, but shall not include Common Areas, Detention Basins, common property of Neighborhood Association, or property dedicated to the public. In the case of a structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units designated for residential use for such parcel on the Master Land Use Plan or the site plan approved by Declarant, whichever is more recent, until such time as a subdivision plat or condominium plat is filed of record on all or a portion of the parcel. Thereafter, the portion encompassed by such plat shall constitute a separate Unit or Units as determined above and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

Section 43. "Voting Group" shall mean one or more Voting Members who vote on a common slate for election of directors to the Board of Directors of the Association, as more particularly

described in Article III, Section 4(c), of this Declaration or, if the context so indicates, the group of Members whose Units are represented thereby.

Section 44. "Voting Member" shall refer to the representative(s) selected by the Members within each Neighborhood as provided in Article III, Section 4(b), to be responsible for casting votes attributable to Units in the Neighborhood on all matters requiring a vote of the membership (except as otherwise specifically provided in this Declaration and in the By-Laws). The term "Voting Member" shall include any alternate Voting Member acting in the absence of a Voting Member, any Owner authorized to personally cast the vote for its Unit pursuant to Article III, Section 4(b), and the Class "B" Member, so long as such membership exists.

Article II
PROPERTY RIGHTS and DETENTION BASINS

Section 1. Common Area and Detention Basins. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area and Detention Basins, subject to:

(a) This Declaration and any other applicable covenants, as they may be amended from time to time, and subject to any restrictions or limitations contained in any deed conveying such property to the Association;

(b) The right of the Board to adopt Rules and Regulating the use and enjoyment of the Common Area and Detention Basins, including rules restricting use of recreational facilities within the Common Area to the occupants of Units and their guests and rules limiting the number of guests who may use the Common Area;

(c) The right of the Board to suspend the right of an Owner to use recreational facilities within the Common Area (i) for any period during which any charge against such Owner's Unit remains delinquent, and (ii) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation, of the Declaration, any applicable Supplemental Declaration, the By-Laws, or the Rules and Regulations after notice and a hearing pursuant to Article III, Section 22 of the By-Laws;

(d) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area and/or Detention Basin pursuant to Article IV, Section 8 hereof;

(e) The right of the Board to impose reasonable membership requirements and charge reasonable admission or other fees for the use of any recreational facility situated upon the Common Area;

(f) The right of the Board to permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, lessees and guests upon payment of any use fees as may be established by the Board;

(g) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the approval requirements set forth in Article XIV, Section 2 hereof; and

(h) The rights of certain Owners to the exclusive use of those portions of the Common Area designated "Exclusive Common Areas," as more particularly described in Section 2 below.

(i) The right of the Association to enter into agreements for joint use of Common Areas and/or Detention Basins by 1) owners and related users in other property owner's associations, 2) owners of common areas of facilities in other subdivisions, and/or 3) such other parties in conjunction with an Interlocal Agreement, on such basis as deemed reasonable by the majority of the Board. The affirmative vote of the majority of the Board shall be conclusive evidence of the reasonableness and acceptability to the Members of any such agreement.

(j) The right of the Association to enter into and perform such Interlocal Agreements as are deemed necessary by the Board in order to create and maintain such signage, lighting, landscaping, and improvements on medians, esplanades, setbacks, trails, parks, and other open areas and recreational facilities in or along any Common Area or within the Properties, or to maintain the Detention Basins.

(k) The reservation by Declarant of the non-exclusive and perpetual easement and right to use all Common Areas and Detention Basins at any time included within the Properties, which right shall be for the benefit of all guests, invitees, agents, employees, representatives, and affiliates of Declarant, and such shall be assignable by Declarant.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit.

Section 2. Exclusive Common Area. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners and occupants of Units within a particular Neighborhood or Neighborhoods. By way of illustration and not limitation an Exclusive Common Area may include recreational facilities, entry features, landscaped medians and cul-de-sacs, lakes and other portions of the Common Area within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed as a Neighborhood Assessment against the Owners of Units in those Neighborhoods to which the Exclusive Common Areas are assigned.

Initially, any Exclusive Common Area shall be designated as such and the exclusive use thereof shall be assigned in the deed by which the Declarant conveys the Common Area to the Association or on the plat of survey relating to such Common Area; provided, any such assignment shall not be exclusive and shall not preclude the Declarant from later assigning the same Exclusive Common Area to additional Neighborhoods, so long as the Declarant has a right to subject additional property to this Declaration pursuant to Article IX, Section 1.

Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area of a particular Neighborhood, or Neighborhoods and Exclusive Common Area may be reassigned, upon the vote of Voting Members representing a majority of the total Class "A" votes in the Association, including a majority of the Class "A" votes within the Neighborhood(s) to which the Exclusive Common Areas are assigned, if applicable, and within the Neighborhood(s) to which the Exclusive Common Areas are to be assigned. As long as the Declarant owns any property described on Exhibits "A" or "B" for development and/or sale, any such assignment or reassignment shall also require the consent of the Declarant.

The Association may, upon majority vote of the Neighborhood Committee or board of directors of the Neighborhood Association for the Neighborhood(s) to which Exclusive Common Areas are assigned, permit Owners of Units in other Neighborhoods to use all or portions of such Exclusive Common Areas upon payment of reasonable user fees, which fees shall be used to offset the Neighborhood Expenses attributable to such Exclusive Common Areas.

Section 3. Special Provisions Related to Detention Basins and Drainage Easements.

(a) Each Owner of a Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant, acknowledge and agree that (i) the Properties and/or Common Areas may or may not include the Detention Basins and Drainage Easements, (ii) the common right and easement of enjoyment in the Common Areas as defined in this Declaration as applicable to the Detention Basins and Drainage Easements shall be subject to all rights of third parties herein granted or reserved by Declarant and no rights and easements shall be created in favor of any Owner in relation thereto which are not expressly provided for in the Rules and Regulations; (iii) the title to the real property represented by the Detention Basins may be owned by the Association subject to an easement to the City for drainage and other similar purposes; (iv) the Detention Basins are created and established for the primary purpose of providing flood control, detention and drainage for the Properties and for the secondary purpose of enhancing the natural beauty and aesthetic quality of the Properties; and (v) although the Association has responsibilities for maintenance and repair of the Detention Basins, the use and enjoyment of the Detention Basins by Owners shall be and is hereby expressly limited to the enjoyment of the enhancement of the Properties by the preservation of the natural beauty and aesthetic quality of the Detention Basins and their appurtenances. The use of the Detention Basins for any activities, recreational or otherwise, including, but not limited to swimming, boating, canoeing, fishing or any other water related activity is hereby expressly limited as provided in the Rules and Regulations, and such limitations shall be subject to enforcement and the assessment of fines, penalties and Special Assessments resulting therefrom in accordance with this Declaration. **Each Owner is deemed to covenant and agree to indemnify and hold harmless the Association and Declarant from and against any and all claims, demands, lawsuits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees, liabilities and losses of any nature whatsoever incurred, suffered or sustained by the Association or Declarant arising out of or in any way caused by, connected with or resulting from actions or activities pursued or conducted in violation of such limitations or the applicable Rules and Regulations by such Owner, the occupants of such Owner's Unit, or such Owner's agents, guests or invitees.**

(b) The Association shall maintain the Detention Basins and all landscaping and improvements placed thereon or thereabout to the extent required by the owner thereof, or any entity or authority with jurisdiction over same, including, but not limited to, (i) the removal of accumulated sedimentation from time to time, (ii) repairing and/or replacing any improvements removed or affected by the proper and efficient maintenance of the hydraulic aspects of the Detention Basins and all related drainage systems, and (iii) employing one or more architects, engineers, attorneys, and other consultants, for the purpose of advising the Association in carrying out its duties and authority as set forth herein or in the opinion of the Board, for the maintenance and/or improvement of the Common Areas and Detention Basins.

(c) The Common Area shall include all improvements existing and subsequently provided by Declarant or the Association on, in or about the Detention Basins solely for the purposes of enhancing and/or preserving the natural beauty and aesthetic quality of the Detention Basins and any improvements and facilities which may be constructed thereon or thereabout, and the maintenance of the hydraulic aspects of the Detention Basins and all related drainage systems. The Association, as a Common Area Expense of all Owners, shall perpetually care for, maintain and keep in good repair the improvements located on or subsequently placed on or about the Detention Basins, to the extent required by the owner thereof, or any other entity or authority with jurisdiction over same, including, but not limited to the removal of accumulated sedimentation from time to time and repairing and/or replacing any improvements removed or affected by the proper and efficient maintenance of the hydraulic aspects of the Detention Basins and all related drainage systems.

Article III
ASSOCIATION FUNCTION, MEMBERSHIP AND VOTING RIGHTS

Section 1. Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area, Detention Basins, and Drainage Easements. In addition, the Association shall be responsible for the enforcement of this Declaration and the Rules and Regulations and for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Design Guidelines adopted pursuant to Article XI. The Association shall perform its functions in accordance with this Declaration, the By-Laws the Articles and Texas law.

Section 2. Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Unit; if a Unit is owned by more than one Person, all co-Owners shall share the privileges of membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 3 of this Article and in the By-Laws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights and privileges of an Owner who is a natural person may be exercised by the Member or the Member's spouse. The membership rights of an Owner which is a corporation, partnership or other legal entity may be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

Section 3. Voting. The Association shall have two classes of membership, Class "A" and Class "B".

(a) Class A. Class "A" Members shall be all Owners except the Class "B" Member, if any.

Class "A" Members shall be entitled to one equal vote for each Unit in which they hold the interest required for membership under Section 1 hereof; there shall be only one vote per Unit. Unless otherwise specified in this Declaration or the By-Laws, the vote for each Unit shall be exercised by a Voting Member representing the Neighborhood of which the Unit is a part, as provided in Section 4(b) of this Article. The Voting Members may cast the votes which they represent as they, in their discretion, deem appropriate.

In any situation where a Member is entitled personally to exercise the vote for his Unit and there is more than one Owner of a particular Unit, the vote for such Unit shall be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended if more than on Person seeks to exercise it.

(b) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration and the By-Laws, are specified elsewhere in the Declaration and the By-Laws. Initially, the Class "B" Member shall be entitled to 2,400 votes: this number shall be decreased by one vote for each Class "A" membership outstanding at any given time. The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors during the Class "B" Control Period, as specified in Article III. Section 2, of the By-Laws. After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove certain actions of the Board of Directors and committees as provided in Article III, Section 3, of the By-Laws.

The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of:

(i) at the time Declarant no longer owns any land or lots included within property defined in Exhibit A or Exhibit B; or

(ii) when, in its discretion, the Declarant so determines and declares in a recorded instrument.

Section 4. Neighborhoods, Voting Members and Voting Groups.

(a) Neighborhoods. Every Unit shall be located within a Neighborhood. In the discretion of the Owner(s) and developer(s) of each Neighborhood, the Units within a particular Neighborhood may be subject to additional covenants and/or the Unit Owners may all be members of a Neighborhood Association in addition to the Association. However, a Neighborhood Association shall not be required except in the case of a condominium or otherwise as required by law. The Owners of Units in any Neighborhood which does not have a Neighborhood Association may elect a Neighborhood Committee, as described in Article V, Section 3, of the By-Laws, to represent the interests of such Owners.

Each Neighborhood may request that the Association provide a higher level of service or special services for the benefit of Units in such Neighborhood upon the affirmative vote, written consent, or a combination thereof of the Owners of a majority of the Units within the Neighborhood. In such event, the Association may provide the requested services, if the Board deems it appropriate. The cost of such services shall be assessed against the Units within such Neighborhood as a Neighborhood Assessment pursuant to Article X hereof.

Exhibit "A" to this Declaration, and each Supplemental Declaration filed to subject additional property to this Declaration, shall initially assign the property described therein to a specific Neighborhood by name, which Neighborhood may be then existing or newly created. The Declarant may unilaterally amend this Declaration or any Supplemental Declaration from time to time to redesignate Neighborhood boundaries; provided, two or more Neighborhoods previously established shall not be combined without the consent of Owners of a majority of the Units in the affected Neighborhoods.

The Owner(s) of a majority of the total number of Units within any Neighborhood may at any time petition the Board of Directors to divide the property comprising the Neighborhood into two or more Neighborhoods. Such petition shall be in writing and shall include a plat or survey of the entire parcel which indicates the boundaries of the proposed Neighborhood(s) or otherwise identifies the Units to be included within the proposed Neighborhood(s). Such petition shall be granted upon the filing of all required documents with the Board unless the Board of Directors denies such application in writing within 30 days of its receipt thereof. The Board may deny an application only upon determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods. All applications and copies of any denials shall be filed with the books and records of the Association and shall be maintained as long as this Declaration is in effect.

At any meeting of the Owners of Units in a Neighborhood, the provisions of Article II, Sections 2, 4, 5, 6, 7, 10, 11 and 13 of the By-Laws shall apply, except that the term "Voting Member" as used in those Sections shall refer to the Class "A" Members within the Neighborhood and references to votes in "the Association" shall refer to the Class "A" votes in the Neighborhood.

(b) Voting Members. The Class "A" Members within each Neighborhood may elect one Voting Member for each 50 Units within the Neighborhood (rounded up to the nearest 50). On all Association matters requiring a membership vote, each such Voting Member shall be entitled to cast that number of votes determined by dividing the total number of Class "A" votes in the Neighborhood by the number of Voting Members elected from such Neighborhood, except as otherwise specified in this Declaration or the By-Laws. If Voting Member(s) are elected, then the Class "A" Members within each Neighborhood shall also elect one or more alternate Voting Members to be reasponable for casting such votes in the absence of a Voting Member.

Upon the first election of Voting Member(s), the Voting Member(s) and alternate Voting Member(s) from each Neighborhood shall be elected on an annual basis, either by written ballot or at a meeting of the Class "A" Members within such Neighborhood, as determined by the Board; provided, upon written petition signed by Class "A" Members holding at least ten (10%) percent of the Class "A" votes attributable to Units within any Neighborhood, the election for such Neighborhood shall be held at a meeting. The presence, in person or by proxy, of Class "A" Members representing at least thirty (30%) percent of the total Class "A" votes attributable to Units in the Neighborhood shall constitute a quorum at any meeting of the Neighborhood.

The Board may call for the first election of the Voting Member(s) and alternative Voting Member(s) from a Neighborhood at any time after the first conveyance of a Unit in the Neighborhood to a Person other than a Builder. Subsequent elections shall be held within 30 days of the same date each year. Each Class "A" Member shall be entitled to cast one equal vote for each Unit which it owns in the Neighborhood for each position. The candidate for each position who receives the greatest number of votes shall be elected to serve a term of one year and until a successor is elected. Any Owner of a Unit in the Neighborhood may submit nominations for election or declare himself a candidate in accordance with procedures which the Board shall establish.

Any Voting Member may be removed, with or without cause, upon the vote or written petition of Owners of a majority of the total number of Units owned by Class "A" Members in the Neighborhood which such Voting Member represents.

Until such time as the Board first calls for election of a Voting Member for a Neighborhood, the Owners within such Neighborhood may personally cast the votes attributable to their respective Units on any issue requiring a vote of the Voting Members under this Declaration, the By-Laws or the Articles.

(c) Voting Groups. The Declarant may establish Voting Groups for election of directors to the Board in order to promote representation on the Board of Directors for various groups having dissimilar interests and to avoid a situation in which the Voting Members representing similar Neighborhoods are able, due to the number of Units in such Neighborhoods, to elect the entire Board of Directors, excluding representation of others. Each Voting Group shall be entitled to elect the number of directors specified in Article III, Section 6 of the By-Laws. Any other members of the Board of Directors shall be elected at large by all Voting Members without regard to Voting Groups.

The Declarant shall establish Voting Groups, if at all, not later than the date of expiration of the Class "B" Control Period by filing with the Association and in the County Clerk Official Records of Tarrant County, Texas, a Supplemental Declaration identifying each Voting Group and the Units within such group. Such designation may be amended from time to time by the Declarant, acting alone, at any time prior to the expiration of the Class "B" Control Period. Until such time as Voting Groups are established by the Declarant, or in the event that the Declarant fails to establish Voting Groups, all Units shall be assigned to the same Voting Group.

Article IV
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Common Area and Detention Basins. The Association, subject to 1) the rights of the Owners set forth in this Declaration and 2) to the terms of any Interlocal Agreement, shall be responsible for the exclusive management and control of the Common Area, Detention Basins and all improvements thereon (including, without limitation, furnishings, equipment, and common landscaped areas),

and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, consistent with this Declaration and the Community-Wide Standard.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property, subject to such restrictions as are set forth herein, in the By-Laws, in the Articles of Incorporation, and any restrictions set forth in the deed of conveyance. Upon conveyance or dedication by the Declarant to the Association, the Association shall accept title to any property, including any improvements thereon, and any personal property, transferred to the Association by or pursuant to the request of the Declarant, together with the responsibility to perform any repair, maintenance or improvements to become necessary thereon, provided that such property and such responsibilities are not inconsistent with the terms of this Declaration. Property interests transferred to the Association by the Declarant may include fee simple title, easements, leasehold interests and licenses to use property. The Declarant shall convey the initial Common Area to the Association prior to the conveyance of a Unit to any Person other than a Builder or developer holding title for the purpose of development and resale.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, in addition to, further defining, or limiting the rights, covenants and restrictions set forth in this Declaration. Such rules and regulations shall be binding upon all Owners, occupants, invitees, and licensees, if any, until and unless overruled, canceled, or modified in a regular or special meeting of the Association by the vote of Voting Members representing a majority of the total Class "A" votes in the Association and by the Class "B" Members, so long as such membership shall exist.

Section 4. Enforcement. The Association shall be authorized to impose sanctions for violations of this Declaration, the By-Laws, or the Rules and Regulations. Sanctions may include reasonable monetary fines and suspension of the right to vote and to use any recreational facilities within the Common Area. In addition, the Association, through the Board, in accordance with Article III, Section 22 of the By-Laws, shall have the right to exercise self-help to cure violations, and shall be entitled to suspend any services provided by the Association to any Owner or such Owner's Unit in the event that such Owner is more than 30 days delinquent in paying any assessment or other charge due to the Association. The Board shall have the power to seek relief in any court for violations or to abate nuisances. Sanctions shall be imposed as provided in the By-Laws.

The Association, through the Board, by contract or other agreement, shall have the right to enforce county and city ordinances, if applicable, and to permit Tarrant County to enforce ordinances on the Properties for the benefit of the Association and its Members.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, or reasonably implied from the existence of or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the By-Laws, or Articles, all rights and powers of the Association may be exercised by the Board of Directors without a vote of the membership.

Section 6. Governmental Interest. For so long as the Declarant owns any property described on Exhibits "A" or "B," the Association shall permit the Declarant to designate and redesignate sites within the Properties for fire, police, water, and sewer facilities, public schools and parks, and other public facilities. The sites may include Common Areas and Detention Basins owned by the Association, and in such case no membership approval shall be required and the Association shall dedicate and convey the designated site as requested by the Declarant.

Section 7. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been on officer, director, or committee member.

The officers, directors, and committee members shall not be liable for any mistake of judgement, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director, and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Area Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 8. Dedication of Common Areas and Detention Basins. The Association, acting through the Board of Directors upon two-thirds (2/3) vote thereof, shall have the power to dedicate portions of the Common Areas and/or Detention Basins to the City, Tarrant County, Texas, or to any other local, state, or federal governmental entity, subject to such approval as may be required by Article XIV, Section 2 of this Declaration.

Section 9. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BE REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM CAN NOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, AND ANY SUCCESSORS DECLARANT ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTIES ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS RESULTING FROM ACTS OF THIRD PARTIES.

Section 10. Powers of the Association Relating to Neighborhoods. The Association shall have the power to veto any action taken or contemplated to be taken by any Neighborhood Association or Neighborhood Committee which the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard. The Association also shall have the power to require specific action to be taken by any Neighborhood Association or Neighborhood Committee in connection with its obligations and responsibilities hereunder or under any other covenants affecting the Properties. Without limiting the generality of the foregoing, the Association may (a) require specific maintenance or repairs or aesthetic changes to be effectuated by the Neighborhood Association or Neighborhood Committee and (b) require that a proposed budget include certain items and that expenditures be made therefor.

Any action required by the Association in a written notice pursuant to the foregoing paragraph to be taken by a Neighborhood Association or Neighborhood Committee shall be taken within the reasonable time frame set by the Association in such written notice. If the Neighborhood Association or Neighborhood Committee fails to comply with the requirements set forth in such written notice, the Association shall have the right to effect such action on behalf of the Neighborhood Association or Neighborhood Committee. To cover the Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Association, the Association shall assess the Units in such Neighborhood for their pro rata share of any expenses incurred by the Association in taking such action in the manner provided in Article X, Section 5(b). Such assessments may be collected as a Special Assessment hereunder and shall be subject to all lien rights provided for herein.

Article V
MAINTENANCE

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. The Area of Common Responsibility shall include, but need not be limited to:

(a) all landscaping and other flora, parks, lakes, structures, and improvements, including any private streets, recreational facilities, screening walls, entry features, bike and pedestrian pathways/trails, situated upon the Common Area and Detention Basins;

(b) landscaping within public rights-of-way within or abutting the Properties, and landscaping and other flora within any public utility easement within the Properties (subject to the terms of any easement agreement relating thereto);

(c) such portions of any additional property included within the Area of Common Responsibility as may be dictated by the Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association;

(d) all Detention Basins, Drainage Easements, ponds, streams and/or wetlands located within the Properties which serve as part of the drainage and storm water retention system for the Properties, including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits, and similar equipment installed therein or used in connection therewith;

(e) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association; and

(f) any property and facilities covered by an Interlocal Agreement within which the Association has agreed to maintain and keep in good repair.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of the Declarant.

The Association may assume maintenance responsibility for property within any Neighborhood, in addition to that designated by any Supplemental Declaration, either by agreement with the Neighborhood or because, in the opinion of the Board, the level and quality of service then being provided is

not consistent with the Community-Wide Standard. All costs of maintenance pursuant to this paragraph shall be assessed as a Neighborhood Assessment only against the Units within the Neighborhood to which the services are provided. The provision of services in accordance with this Section shall not constitute discrimination within a class.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Except as otherwise specified provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Area Expense to be allocated among all Units as part of the Base Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, any other recorded covenants, or agreements with the owner(s) thereof. All costs associated with maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Units within the Neighborhood(s) to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

Section 2. Owner's Responsibility. Each Owner shall maintain his or her Unit and all landscaping, structures, parking areas, sidewalks, and other improvements within the boundaries of the Unit. Each Owner shall maintain the driveway serving his or her Unit whether or not lying entirely within the Unit boundaries, and shall maintain all landscaping on that portion of the Common Area, Detention Basin, Drainage Easement, or public right-of-way between the Unit boundary and the nearest curb or pavement edge of the adjoining street(s). Owners of Units which are adjacent to any portion of the Common Area or Detention Basins on which decorative walls or fences have been constructed shall also maintain that portion of the Common Area or Detention Basin which lies between such wall or fence and the Unit boundary. Owners of Units which abut the bank or water's edge, or abut a portion of the Common Area of Detention Basin abutting the bank or water's edge, of any lake, pond, stream, or wetlands area within the Properties shall maintain all landscaping between the Unit boundary and such bank or water's edge; provided, there shall be no right to remove trees, shrubs, or similar vegetation from this area without prior approval pursuant to Article XI hereof.

An Owner shall be excused from its responsibility hereunder to the extent that such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood Association pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Unit. In addition to any other enforcement rights available to the Association, if any Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and Owner in accordance with Article X, Section 7(b) of this Declaration. However, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when immediate entry is required due to an emergency situation.

Section 3. Neighborhood's Responsibility. Upon resolution of the Board of Directors, the Owners of Units within each Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of operating, maintaining and insuring certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way and green space between the Neighborhood and adjacent public roads, private streets within the Neighborhood, and lakes or ponds within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association; provided, however, all Neighborhoods which are similarly situated shall be treated the same.

Any Neighborhood Association whose common property is adjacent to any portion of the Common Area upon which a decorative wall or fence is constructed shall maintain all landscaping on that portion of the Common Area between the wall or fence and the Neighborhood Association's property line. Any Neighborhood Association whose common property fronts on any roadway within the Properties shall maintain all landscaping on that portion of the Common Area or right-of-way between the property line and the nearest curb or pavement edge of such roadway. Any Neighborhood Association whose common property abuts the bank of water's edge, or abuts a portion of the Common Area abutting the bank or water's edge, of any lake, pond, stream, or wetlands area within the Properties shall maintain all landscaping between the boundary of its property and such bank or water's edge; provided there shall be no right to remove trees, scrubs or similar vegetation from this area without prior approval pursuant to Article XI hereof.

Any Neighborhood Association having reasonability for maintenance of all or a portion of the property within such Neighborhood pursuant to additional covenants applicable to such Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If any Neighborhood Association fails to perform its maintenance responsibility as required herein and in any additional covenants, the Association may perform it and assess the costs against all Units within such Neighborhood as provided in Article X, Section 7(b) of this Declaration.

Section 4. Standard of Performance. Unless otherwise specifically provided herein or in other instruments assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants. The Association, and/or an Owner and/or a Neighborhood Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities hereunder.

Section 5. Party Walls and Party Fences.

(a) General Rules of Law to Apply. Each wall, fence or driveway built as a part of the original construction on the Units which shall serve and/or separate any two adjoining Units shall constitute a party wall, party fence, or party driveway, as applicable. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall, fence or driveway shall be shared equally by the Owners who make use of the wall, fence or driveway.

(c) Damage and Destruction. If a party wall, fence or driveway is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall, fence or driveway may restore it. If other Owners thereafter use the wall, fence or driveway, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(e) Arbitration. In the event of any dispute arising concerning a party wall, fence, or driveway each party shall appoint one arbitrator. Should any party refuse to appoint an arbitrator within 10 days after written request by the Board of Directors, the Board shall appoint an arbitrator for the refusing party. The arbitrators appointed shall appoint one additional arbitrator. The decision by a majority of all three arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

Article VI
INSURANCE AND CASUALTY LOSSES

Section 1. Association Insurance. The Association, acting through its Board of Directors or its duly authorized agent, shall have the authority to and shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Common Area, Detention Basins, and on other portions of the Area of Common Responsibility to the extent that the Association has assumed responsibility for maintenance, repair and/or replacement thereof in the event of a casualty. If blanket "all-risk" coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage, including coverage for vandalism and malicious mischief shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured peril.

In addition, the Association may, upon request of a Neighborhood, and shall, if so specified in a Supplemental Declaration applicable to the Neighborhood, obtain and continue in effect adequate blanket "all-risk" property insurance on properties within such Neighborhood, if reasonably available. If "all-risk" property insurance is not reasonably available, then fire and extended coverage may be substituted. Such coverage may be in such form as the Board of Directors deems appropriate. The face amount of the policy shall be sufficient to cover the full replacement cost of all structures to be insured. The costs thereof shall be charged to the Owners of Units within the benefited Neighborhood as a Neighborhood Assessment. All policies shall provide for a certificate of insurance to be furnished to each Member insured, to the Association, and to the Neighborhood Association, if any.

The Board also shall obtain a public liability policy covering the Area of Common Responsibility, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members, its employees, agents, or contractors while acting on behalf of the Association. If reasonably available, the public liability policy shall have a least a One Million ($1,000,000.00) Dollar combined single limit as respects bodily injury and property damage, at least a Two Million ($2,000,000.00) Dollar limit per occurrence and in the aggregate.

Except as otherwise provided above with respect to property within a Neighborhood, premiums for all insurance on the Area of Common Responsibility shall be Common Area Expenses if such premiums are to be paid directly by the PID and incurred in the Base Assessments or otherwise shall be Administrative Expenses and shall be incurred in the Admin Assessments. However, premiums for insurance on Exclusive Common Areas may be included in the Neighborhood Assessment of the Neighborhood(s) benefited unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. In the event of an insured loss, the deductible shall be treated as a Common Area Expense or a Neighborhood Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be

heard in accordance with Article III, Section 22 of the By-Laws, that the loss is the result of the negligence or willful conduct of one or more Unit Owners, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Units pursuant to Article X, Section 7(b).

All insurance coverage obtained by the Board of Directors, whether obtained on behalf of the Association or a Neighborhood, shall be governed by the following provisions:

(a) All policies shall be written with a company authorized to do business in Texas which holds a Best's rating of A or better and is assigned a financial size category of IX or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available.

(b) All insurance shall be written in the name of the Association as trustee for the benefited parties. Policies on the Common Area and Detention Basins shall be for the benefit of the Association and its Members. Polices secured on behalf of a Neighborhood shall be for the benefit of the Neighborhood Association, if any, the Owners of Units within the Neighborhood, and their Mortgagees, as their interests may appear.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors.

(d) In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(e) All property insurance policies shall have an inflation guard endorsement, if reasonably available. If the policy contains a co-insurance clause, it also shall have an agreed amount endorsement. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Tarrant County, Texas area.

(f) The Board of Directors shall be required to use reasonable efforts to secure insurance policies that will provide the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its right to repair and reconstruct instead of paying cash;

(iii) a statement that no policy may be canceled, invalidated, suspended, or subjected to nonrenewal on account of any one or more individual Owners;

(iv) a statement that no policy may be canceled, invalidated, suspended, or subjected to nonrenewal on account of any curable defect or violation without prior demand in writing delivered to the Association to cure the defect or violation and the allowance of a time thereafter as mandated by the State of Texas Department of Insurance for such events, within which it may be cured by the Association, its manager, any Owner, or Mortgagee;

(v) a statement that the Association will be given at least 30 days' prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to other insurance required by this Section, the Association shall obtain, as a Common Area Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, and flood insurance, if advisable.

The Association also shall obtain, as a Common Area Expense, a fidelity bond or bonds, if reasonably available, covering all persons responsible for handling Association funds. The amount of fidelity coverage shall be determined in the Board of Directors' best business judgement but, if reasonably available, may not be less than one-sixth (1/6) of the combined amount of the annual Admin and Base Assessments on all Units plus reserves on hand. Bonds shall include coverage for noncompensated persons and shall require at least 30 days' prior written notice to the Association of any cancellation, substantial modification or nonrenewal.

Section 2. Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket "all-risk" property insurance on its Unit(s) and structures constructed thereon providing full replacement cost coverage (less a reasonable deductible), unless either the Neighborhood in which the Unit is located or the Association carries such insurance (which they are not obligated to do hereunder).

Each Owner further covenants and agrees that in the event of damage to or destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI of this Declaration. Alternatively, the Owner shall clear the Unit of all debris and ruins and thereafter shall maintain the Unit in a neat and attractive landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds.

Additional recorded covenants applicable to any Neighborhood may establish more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Units within such Neighborhood and the standards for clearing and maintaining the Units in the event the structures are not rebuilt or reconstructed.

Section 3. Damage and Destruction.

(a) Immediately after damage or destruction by fire or other peril to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other peril, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage to or destruction of the Common Area and/or Detention Basins shall be repaired or reconstructed unless the voting Members representing at least seventy-five (75%) percent of the total Class "A" votes in the Association, and the Class "B" Members, if any, decide within 60 days after the loss not to repair or reconstruct.

Any damage to or destruction of the common property of any Neighborhood Association shall be repaired or reconstructed unless the Unit Owners representing at least seventy-five (75%) percent of the total vote of the Neighborhood Association decide within 60 days after the damage or destruction not to repair or reconstruct.

If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available. However, such extension shall not exceed 60 additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area, Detention Basins, or common property of a Neighborhood Association shall be repaired or reconstructed.

(c) If it is determined in the manner described above that the damage or destruction to the Common Area, Detention Basins, and/or to the common property of any Neighborhood Association shall not be repaired or reconstructed and no alternative improvements are authorized, the affected portion of the Properties shall be cleared of all debris and ruins. Thereafter the Properties shall be maintained by the Association or the Neighborhood Association, as applicable, in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Section 4. Disbursement of Proceeds. Any insurance proceeds remaining after defraying such costs of repair of reconstruction, or if no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association or the Neighborhood Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

Section 5. Repair and Reconstruction. If the insurance proceeds are insufficient to defray the costs of repairing or reconstructing the damage to the Common Area, Detention Basins, and/or to the common property of a Neighborhood Association, the Board of Directors may, without the necessity of a vote of the Voting Members, levy a special assessment against those Unit Owners responsible for the premiums for the applicable insurance coverage under Section 1 of this Article. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Article VII
NO PARTITION

Except as is permitted in this Declaration or amendments hereto, there shall be no judicial partition of the Common Area or Detention Basins or any part thereof. No person acquiring any interest in the Properties or any part thereof shall seek any judicial partition unless the Properties or such portion thereof have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Article VIII
CONDEMNATION

Whenever all or any part of the Common Area or Detention Basins shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Voting Members representing at least sixty-seven (67%) percent of the total Class "A" votes in the Association and of the Declarant, as long as the Declarant owns any property described on Exhibits "A" or "B") by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area or Detention Basins on which improvements have been constructed, then the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area or Detention Basin to the extent lands are available, unless within 60 days after such taking the Declarant, so long as the Declarant owns any property described in Exhibits "A" or "B" of this Declaration, and Voting Members representing at least seventy-five (75%) percent of the total Class "A" vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the provisions in Article VI hereof regarding the disbursement of funds for the repair of casualty damage or destruction shall apply.

If the taking does not involve any improvements on the Common Area or Detention Basins, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors shall determine.

Article IX
ANNEXATION AND WITHDRAWAL OF PROPERTY

Section 1. Annexation Without Approval of Membership. The Declarant shall have the unilateral right, privilege, and option, from time to time at any time until all property described on Exhibit "B," attached hereto, has been subjected to this Declaration or December 31, 2031, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "B". The Declarant shall have the unilateral right to transfer to any other Person the right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

Such annexation shall be accomplished by filing a Supplemental Declaration annexing such property in the County Clerk Official Records of Tarrant County, Texas. Such Supplemental Declaration shall not require the consent of Voting Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided herein.

Section 2. Annexation With Approval of Membership. Subject to the consent of the owner thereof, the Association may annex real property other than that described on Exhibit "B," and following the expiration of the right in Section 1, any property described on Exhibit "B," to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of Voting Members representing a majority of the Class "A" votes of the Association represented at a meeting duly called for such purpose and the consent of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 1 of this Article.

Annexation shall be accomplished by filing a Supplemental Declaration describing the property being annexed in the County Clerk Official Records of Tarrant County, Texas. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed. Any such annexation shall be effective upon filing unless otherwise provided therein.

Section 3. Withdrawal of Property. Subject to the terms of Article XIV, Section 10, the Declarant reserves the right to amend this Declaration unilaterally at any time so long as it holds an unexpired option to expand the community pursuant to Section 1 of this Article IX, without prior notice and

without the consent of any Person, for the purpose of removing certain portions of the Properties then owned by the Declarant or its affiliates or the Association from the provisions of this Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Properties desired to be effected by the Declarant, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Properties.

Section 4. Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the property submitted to this Declaration initially or by Supplemental Declaration to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association through Neighborhood Assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrent with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Declarant.

Section 5. Amendments. This Article shall not be amended without the prior written consent of Declarant so long as the Declarant owns any property described in Exhibits "A" or "B".

Article X
ASSESSMENTS

Section 1. Creation of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in Section 10 of this Article. There shall be five types of assessment: (a) Admin Assessments to fund Administrative Expenses for the general benefit of all Units; (b) Base Assessments to fund Common Area Expenses for the general benefit of all Units; (c) Neighborhood Assessments for Neighborhood Expenses benefiting only Units within a particular Neighborhood or Neighborhoods; (d) Special Assessments as described in Section 7 below; and (e) Benefited Assessments as described in Section 8 below. Each Owner, by acceptance of a deed or recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest (at a rate not to exceed the highest rate allowed by Texas law) as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon each Unit against which the assessment is made until paid, as more particularly provided in Section 9 of this Article. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, also shall be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose. In the event of a transfer of title to a Unit, the grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. However, no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Admin Assessment, Base Assessment and any Neighborhood Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any

assessments or other charges levied on his Unit, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.

No Owner may waive or otherwise exempt himself from liability for the assessments, including, by way of illustration and not limitation, by non-use of Common Area or Detention Basins or abandonment of the Unit. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

During the Class "B" Control Period, the Declarant may annually elect either to pay regular assessments on its unsold Units or to pay to the Association the difference between the amount of assessments collected on all other Units subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. Unless the Declarant otherwise notifies the Board of Directors in writing at least 60 days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of such election, the Association shall have a lien against all Units owned by the Declarant to secure the Declarant's obligations under this paragraph, which lien shall have the same attributes and shall be enforceable in the same manner as the Association's lien against other Units under this Article. The Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or a combination of these.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Declarant or other entities for the payment of some portion of the Common Area Expenses.

Section 2. Operating Fund The Association shall establish, in one or more accounts of the Association, a fund designated as the Operating Fund into which the Association shall cause to be deposited all Assessments exclusive of Reserve Fund Capitalization Fees and such portion(s) of other assessments as are from time to time designated by the Board for reserves. The expenses of the regular operation of the Association, exclusive of capital improvements, replacements and repairs which the Board may determine to pay out of the Reserve Fund, are to be paid out of the Operating Fund.

Section 3. Reserve Fund. The Association shall establish, in one or more accounts of the Association, a fund designated as the Reserve Fund into which shall be deposited all Reserve Fund Capitalization Fees and all portions of any other assessments designated by the Board for reserves from time to time. Funds in the Reserve Fund shall be used for capital improvements and for replacements and repairs of Common Areas, Drainage Easements, and Detention Basins, and improvements thereon, which are not budgeted for or covered by the regular annual expenses to be paid out of the Operating Fund.

Section 4. Computation of Admin and Base Assessments. It shall be the duty of the Board, at least 60 days before the beginning of each fiscal year, to prepare a budget covering the estimated Administrative Expenses and net Common Area Expenses of the Association covering the coming year after giving credit for any PID Assessments expected to be used to maintain any portion of the Common Area. The budget shall include a capital contribution establishing the Reserve Fund in accordance with a budget separately prepared as provided in Section 6 of this Article.

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The Admin Assessment shall be levied equally against all Units and shall be set at a level which is reasonably expected to produce the total income of the Association equal to the total budgeted Administrative Expenses. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Units subject to assessment under Section 10 hereof on the first day of the fiscal year for which the budget is prepared and the number of Units reasonably anticipated to become subject to assessments during the fiscal year.

The Base Assessment shall be levied equally either 1) against all Unimproved Units only (if PID Assessments are to be provided towards maintenance of the Common Area for the budget year), or 2) against all Units (if no PID Assessments are to be provided towards maintenance of the Common Area for the budget year). The Base Assessment shall be set at a level which is reasonably expected to produce the total income of the Association equal to the total budgeted net Common Area Expenses, including reserves. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Units subject to assessment under Section 10 hereof on the first day of the fiscal year for which the budget is prepared and the number of Units reasonably anticipated to become subject to assessments during the fiscal year.

So long as the Declarant has the right unilaterally to annex additional property pursuant to Article IX hereof, the Declarant may elect on an annual basis, but shall not be obligated, to reduce the resulting Admin Assessment and/or Base Assessments for any fiscal year by payment of a subsidy(s) (in addition to any amounts paid by Declarant under Section 1 above), which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in the Declarant's discretion. Any such subsidy(s) shall be conspicuously disclosed as a line item(s) in the budget and its characterization shall be made known to the membership. The payment of such subsidy in any year shall under no circumstance obligate the Declarant to continue payment of such subsidy in future years, unless provided for in a separate written agreement between Declarant and the Association.

The Board shall send a copy of the budget and notice of the amount of the Admin Assessment and Base Assessment to be levied against each Unit for the following year to be delivered to each Owner at least 30 days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by Voting Members representing at least seventy-five (75%) percent of the total Class "A" votes in the Association and seventy-five (75%) percent of the total number of Voting Members, and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Voting Members as provided for special meetings in Article II, Section 4, of the By-Laws, which petition must be presented to the Board within 10 days after delivery of the notice of assessments.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined, the budget in effect for the immediately preceding year shall continue for the current year.

Section 5. Computation of Neighborhood Assessments. It shall be the duty of the Board, at least 60 days before the beginning of each fiscal year, to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Association for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration, any Supplemental Declaration, or the By-Laws specifically authorizes the Board to assess certain costs as a Neighborhood Assessment. Any Neighborhood may request that additional services or a higher level of services be provided by the Association, and in such case, any additional costs shall be added to such budget. Such budget shall include

a capital contribution establishing a reserve fund for repair and replacement of capital items, if any, maintained as a Neighborhood Expense. Neighborhood Expenses shall be allocated equally among the Units within the Neighborhood benefited thereby and levied as a Neighborhood Assessment, except that any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures shall be levied on each of the benefited Units in proportion to the benefit received, if so specified in the Supplemental Declaration applicable to such Neighborhood or if so directed by the Neighborhood in writing to the Board of Directors.

The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be levied on each Unit in the Neighborhood for the coming year to be delivered to each Owner of a Unit in the Neighborhood at least 30 days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by the Owners of a majority of the Units in the Neighborhood(s) to which the Neighborhood Assessment applies. However, there shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least ten (10%) percent of the Units in such Neighborhood. This right to disapprove shall only apply to those line items in the Neighborhood budget which are attributable to services requested by the Neighborhood.

In the event the proposed budget for any Neighborhood is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined, the budget in effect for the immediately preceding year shall continue for the current year.

Section 6. Reserve Budget and Capital Contribution. The Board of Directors shall annually prepare reserve budgets for both general and Neighborhood purposes which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual Assessments or Neighborhood Assessments, as appropriate, over the period of the budget. The capital contributor required, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of assessments, as provided in Sections 4 and 5 of this Article.

Section 7. Special Assessments.

(a) Unbudgeted Expenses. In addition to other assessments authorized hereunder, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Area Expenses or Administrative Expenses, or against the Units within any Neighborhood if such Special Assessment is for Neighborhood Expenses. Except as otherwise specifically provided in this Declaration, any Special Assessment shall have the affirmative vote or written consent of Voting Members (if a Common Area Expense) or Owners (if a Neighborhood Expense) representing at least fifty-one (51%) percent of the total votes allocated to Units which will be subject to such Special Assessment, and the affirmative vote or written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

(b) Costs to Cure Non-compliance. The Association may levy a Special Assessment against any Unit or Neighborhood to reimburse the Association for costs incurred in bringing the Unit or Neighborhood into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Articles, the By-Laws, and the Rules and Regulations. Such Special Assessments may be levied upon the vote of the Board after notice to the Unit Owner or the Voting Member(s) from the Neighborhood, as applicable, and an opportunity for a hearing in accordance with the procedures set forth in

Article III, Section 22 of the By-Laws.

Section 8. Benefitted Assessments. The Board shall have the power to assess expenses of the Association in the amount of the benefit received against Units receiving benefits, items, or services not provided to all Units within a Neighborhood or within the Properties (a) that are incurred upon request of the Owner of a Unit for specific items or services relating to the Unit or (b) that are incurred as a consequence of the conduct of less than all Owners, their licensees, invitees, or guests.

Section 9. Lien for Assessments. The Declarant does hereby establish, reserve, create and subject each Unit to a perfected contractual lien in favor for the Association to secure payment of delinquent assessments owed on account of such Unit, as well as interest (subject to the limitations of Texas law), late charges and costs of collection (including, without limitation, attorneys fees). Such lien shall be prior and superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Declarant hereby assigns such lien to the Association without recourse. The lien shall be self operative, and shall continue in inchoate form without being reserved or referenced in any deed or other document and without any other action required. Such lien, when delinquent, may be enforced by suit, judgement and judicial or nonjudicial foreclosure in accordance with Texas law.

Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth as to any Unit the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, or priority of the lien. The lien may be foreclosed through judicial or, to the extent allowed by law, nonjudicial foreclosure proceedings in accordance with Tex. Prop. Code Ann. Section 51.002 (Vernon 1984), as it may be amended, in like manner of any deed of trust on real property. Each Owner hereby grants to the Association, whether or not it is so expressed in the deed or other instrument conveying such Unit to the Owner, a power of sale to be exercised in accordance with Tex. Prop. Code Ann. Section 51.002 (Vernon 1984), as it may be amended. At any foreclosure proceeding, any Person, including but not limited to Declarant, the Association, and any Owner shall have the right to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which the Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgement for unpaid Common Area Expenses, Administrative Expenses, and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any assessments thereafter becoming due. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien as to any installments of such assessments which became due prior to such sale or transfer. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be personally liable for the share of the Common Area Expenses, Administrative Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Area Expenses, Administrative Expenses or assessments shall be deemed to be Common Area Expenses and Administrative Expenses collectible from Owners of all Units subject to assessment under Section 10 below, including such acquires, its successors and assigns.

Section 10. Date of Commencement of Assessments. The obligation to pay the assessments provided for herein shall commence as to each Unit on the first day of the month following: (a) the month in which the Unit is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual Admin Assessment, Base Assessment and Neighborhood Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.

Section 11. Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Admin Assessments, Base Assessments and Neighborhood Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is levied, at which time any shortfalls in collections may be assessed retroactively by the Association.

Section 12. Operating Fund Capitalization Fee. Upon acquisition of record title to a Unit by the first Owner thereof other than the Declarant or a Builder, a contribution for an Operating Fund Capitalization Fee shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one hundred twenty five dollars ($125.00). This amount shall be in addition to, not in lieu of the annual Admin Assessment or Base Assessment levied on the Unit and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the By-Laws.

Section 13. Reserve Fund Capitalization Fee. Upon acquisition of record title to a Unit by the first Owner thereof other than the Declarant or a Builder, a contribution for a Reserve Fund Capitalization Fee shall be made by or on behalf of the purchaser to the Reserve Fund of the Association in an amount equal to one hundred dollars ($100.00). This amount shall be in addition to, not in lieu of the annual Admin Assessment or Base Assessment levied on the Unit and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for deposit to the Reserve Fund of the Association pursuant to the terms of this Declaration and the By-Laws.

Section 14. Texas Residential Property Owners Protection Act. Notwithstanding any of the foregoing, nothing contained herein shall abrogate any right of an Owner required by Chapter 209 of the Texas Property Code (The Texas Residential Property Owners Protection Act) as amended (the "Act"), and any provisions hereof which are not valid under the Act shall not be enforceable, but such invalidity or unenforceability shall not affect any other provision in this Declaration.

Section 15. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Admin Assessments, Base Assessments, Neighborhood Assessments, and Special Assessments:

(a) All Common Area and Detention Basins;

(b) All property dedicated to and accepted by any governmental authority or public utility, including without limitation public schools, public streets, and public parks, if any; and

(c) Property owned by any Neighborhood Association for the common use and enjoyment of the Owners of Units in such Neighborhood, or owned by such Owners in common.

Article XI
ARCHITECTURAL STANDARDS

Section 1. General. No structure shall be placed, erected, or installed upon any Unit, and no construction or modification (which shall include staking, clearing, excavation, grading and other site work, exterior alteration or modification of existing improvements, and plantings or removal of plants, trees, or shrubs other than as may be permitted in Article XII, Section 15) shall take place except in strict compliance with this Article, until the requirements below have been fully met, and approval of the appropriate committee has been obtained pursuant to Section 2 below. No permission or approval shall be required to repaint in accordance with originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired. However, modifications or alterations to the interior of screened porches, patios, and similar portions of a Unit visible from outside the Unit shall be subject to approval.

All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect or professional building designer.

This Article shall not apply to the activities of the Declarant, nor to construction or improvements or modifications to the Common Area or Detention Basins by or on behalf of the Association.

This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

Section 2. Architectural Review. Responsibility for administration of the Design Review Guidelines, as defined below, and review of all applications for construction and modifications under this Article shall be handled by two committees, as described in subsections (a) and (b) of this Section 2. The members of the committees need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board of Directors. The Board of Directors may establish reasonable fees to be charged by the committees on behalf of the Association for review of applications hereunder and may require such fees to be paid in full prior to review of any application.

(a) New Construction Committee. The New Construction Committee (NCC) shall consist of at least three, but not more than five, persons and shall have exclusive jurisdiction over all original construction on any portion of the Properties. Until one hundred (100%) percent of the Properties have been developed and conveyed to Owners in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC who shall serve at the discretion of the Declarant. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC, who shall serve and may be removed at the discretion of the Board of Directors.

(b) Modifications Committee. The Board of Directors may establish a Modifications Committee (MC) to consist of at least three and no more than five persons, all of whom shall be appointed by, and shall serve at the discretion of, the Board of Directors. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made to existing structures on Units or structures containing Units and the open space, if any, appurtenant thereto. However, the MC may delegate its authority as to a particular Neighborhood to the appropriate board or committee of the Neighborhood Association, if any, subsequently created or subsequently subjected to this Declaration so long as the MC has determined that such board or committee has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the MC. Such delegation may be revoked and

jurisdiction reassumed at any time by written notice. The MC shall not take any action nor approve any plans which are inconsistent with the Design Review Guidelines and the NCC shall have the right to veto any action taken by the MC which the NCC determines, in its sole discretion, to be inconsistent with the Design Review Guidelines.

Section 3. Guidelines and Procedures.

(a) The Declarant shall prepare the initial design and development guidelines and application and review procedures (the "Design Review Guidelines") which shall be applicable to all construction activities within the Properties. The Design Review Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another depending upon the location, unique characteristics, and intended use thereof.

The NCC, acting on behalf of the Board of Directors, shall adopt such Design Review Guidelines at its initial organizational meeting and, thereafter shall have sole and full authority to amend them from time to time, without the consent of the Owners.

The NCC shall make the Design Review Guidelines available to Owners, Builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and all such Persons shall conduct their activities in strict accordance with such Design Review Guidelines. In the discretion of the Declarant, such Design Review Guidelines may be recorded in the County Clerk Official Records of Tarrant County, Texas, in which event the recorded version, as it may unilaterally be amended from time to time by the NCC by recordation of amendments thereto, shall control in the event of any dispute as to which version of the Design Review Guidelines was in effect at any particular time.

Any amendments to the Design Review Guidelines adopted from time to time by the NCC in accordance with this Section shall apply to construction and modifications commenced after the date of such amendment only, and shall not apply to require modifications to or removal of structures previously approved by the NCC or MC once the approved construction or modification has commenced.

The MC may promulgate detailed application and review procedures and design standards governing its area of responsibility and practice. Any such standards shall be consistent with those set forth in the Design Review Guidelines and shall be subject to review and approval or disapproval by the NCC.

(b) Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed construction and modifications, shall be submitted to the appropriate committee for review and approval (or disapproval). In reviewing each submission, the committees may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. While the committees may also consider such factors as conformity to master drainage plans, they shall not be required to review drainage plans and neither the Association, the committees, nor the Declarant assume any responsibility for ensuring compliance with any master drainage plan, which responsibility shall be solely with the Builder or other applicant.

In the event that the NCC or MC fails to approve or to disapprove any application within 30 days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Review Guidelines unless a variance has been granted in writing by the NCC pursuant to Section 5 below.

Section 4. No Waiver of Future Approvals. The approval of either the NCC or MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters subsequently or additionally submitted for approval or consent.

Section 5. Variance. The NCC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to the restrictions set forth in this Declaration; or (c) stop the NCC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship requiring a variance.

Section 6. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and neither the NCC nor the MC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, appropriateness or effectiveness of drainage or compliance with any master drainage plan, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board of Directors, any committee, or member of any of the foregoing shall be responsible for nor held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Unit or for the performance or non-performance of any of the provisions of this Article XI.

Section 7. Enforcement. Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board or the Declarant, Owners shall, at their own cost and expense, remove such construction, alteration, or other work or bring it into compliance. Should an Owner fail to remove or correct as required hereunder, the Board or its designees shall have the right to enter the property, remove or cure the violation. All costs (including, without limitation, attorneys fees), together with the interest at the maximum rate then allowed by law, may be assessed against the benefited Unit and collected as a Special Assessment pursuant to Article X, Section 7(b) hereof.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Review Guidelines may be excluded by the Board from the Properties, subject to the notice and hearing procedures contained in the By-Laws. In such event, neither the Association, its officers, or directors shall be held liable to any Person for exercising the rights granted by this paragraph.

In addition to the foregoing, the Board of Directors and/or Declarant shall have the authority and standing, on behalf of the Association, to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the NCC and MC.

Article XII
USE RESTRICTIONS

The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Declarant or the Association consistent with this Declaration, any Supplemental Declaration, and amendments to either). Any Supplemental Declaration or additional covenants imposed on the property

within any Neighborhood may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

Section 1. Signs. (a) Signs within the Properties shall adhere to the sign standards in Article IX of the UDC of the City. In addition, the following signs are prohibited from use within the Properties:

(i) Portable Signs
(ii) Window Signs
(iii) Roof Signs
(iv) Pole Signs
(v) Billboards
(vi) Bench Signs
(vii) Whirling/Moving Signs
(viii) Obsolete/Abandoned Signs

(b) Notwithstanding the above paragraph, no sign of any kind shall be displayed by any Owner (excluding Declarant) to the public view on any Unit without the prior approval from the appropriate committee, and any such approval which is granted may be withdrawn by the appropriate committee at any time, in which event, the parties granted such permission shall immediately remove such structures. Notwithstanding the foregoing, (i) unless otherwise directed in writing by the appropriate committee, during the initial construction or any sales period, the Owner may place signs on such Unit to advertise the merits of the Unit for sale or rent, provided that prior approval from the appropriate committee as to the size, wording, style and materials of any such sign shall be required for any such sign (except for signage erected by Declarant) to be placed or maintained on any Unit, and (ii) political signs meeting the requirements of the laws of the State of Texas and the ordinances of the City, each of a size not greater than 24 inches by 24 inches, and no more than one (1) in number per political office seeker or political issue, may be placed by an Owner on his Unit during a period of time commencing fourteen (14) days prior to the election for which the sign is intended, and must be removed within two (2) days following such election, but no political sign of a slanderous nature shall be permitted, and all political signs in violation hereof may be removed without notice or compensation to the Owner of a Unit or any other person, by the Association or any agent or designee of the Association, without such person being deemed to be in trespass on any Unit for such purpose. Except for signage erected by Declarant, no signage whatsoever shall be permitted in any Common Area or Detention Basin without prior written approval of the appropriate committee. Declarant or the Association shall have the right to remove any such sign in contravention hereof and in so doing shall not be subject to any liability of trespass or other sort in connection therewith or arising from such removal.

Section 2. Parking and Prohibited Vehicles.

(a) Parking. Vehicles shall be parked only in the garages or in the driveways, if any, serving the Units or other hard-surfaced areas which are not visible from the street. Vehicles shall be subject to such reasonable rules and regulations as the Board of Directors, or any Neighborhood Association, if any, having concurrent jurisdiction over parking areas within the Neighborhood, may adopt. The Declarant and/or the Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules.

(b) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board or by the Neighborhood Association, if any, having concurrent jurisdiction over parking areas within a particular Neighborhood. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Properties except within enclosed garages. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and

remains on blocks or so covered for 14 consecutive days without the prior approval of the Board. Service and delivery vehicles may be parked in the Properties during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Areas. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with Article III, Section 22 of the By-Laws.

Section 3. Occupants Bound. All provisions of the Declaration, any applicable Supplemental Declaration, By-Laws, and Rules and Regulations which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests, and invitees of any Unit. Every Owner shall cause all occupants of his or her Unit to comply with the Declaration, any applicable Supplemental Declaration, By-Laws, and Rules and Regulations. Every Owner shall be responsible for all violations and losses to the Common Area and Detention Basins caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties. However, a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Unit. The foregoing limitation on the number of pets shall not apply to hamsters, small birds, fish, or other constantly cages animals, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three months old. However, those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Properties shall be removed upon request of the Board. If the owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. All dogs shall at all times whenever they are outside a Unit be confined on a leash held by a responsible person. The Board shall also have the authority, but not the obligation, to restrict or prohibit the keeping of breeds of dogs with a known history of dangerous or vicious behavior.

Section 5. Quiet Enjoyment. Nothing shall be done or maintained on any part of a Unit which emits foul or obnoxious odors outside the Unit or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort, or serenity of the occupants and invitees of other Units. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

No noxious, illegal, or offensive activity shall be carried out upon any portion of the Properties, which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or Detention Basins or to the occupants and invitees of other Units. No outside burning of trash or garbage shall be permitted within the Properties. No speaker, horn, whistle, bell, intercom, paging or other sound device audible from outside the Unit, except alarm devices and entryway intercoms used exclusively for security purposes, shall be installed or operated on any Unit. The use and discharge of firecrackers and other fireworks is prohibited within the Properties, except with prior approval of the Board.

Section 6. Unsightly or Unkempt Conditions. All portions of a Unit outside of enclosed structures shall be kept in a clean and tidy condition at all times. Nothing shall be done, maintained, stored, or kept outside of enclosed structures on a Unit which, in the determination of the Board of Directors, causes an unclean, unhealthy, or untidy condition to exist or is obnoxious to the senses. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly,

or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve hours.

No Person shall dump grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, street or gutter, or anywhere on the Common Areas or Detention Basins. Such materials shall not be disposed of on any portion of the Properties without the prior permission of the owner thereof.

Section 7. Antennas. No exterior antennas except a television antenna extending no more than twelve (12) feet above roof line, aerials, satellite dishes in excess of one meter (1) in diameter, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written consent of the Board or its designee, unless completely contained within the dwelling on the Unit so as not to be visible from outside the dwelling. Any such apparatus permitted by the Board or its designee must be screened from view of adjacent Units by an approved fence or other approved structure no more than six feet in height. The Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system or other apparatus for the transmission of television, radio, satellite, or other signals for the benefit of all or a portion of the Properties.

Notwithstanding anything in this Declaration to the contrary, no provision of this Declaration shall be applied to such television antennas, satellite dishes less than one meter in diameter, or multipoint distribution service antennas less than one meter in size (collectively, "Devices") as are protected under the Telecommunications Act of 1996 (as amended) (the "Telecom Act") or under the applicable regulations issued from time to time by the Federal Communications Commission ("FCC") pursuant to the Telecom Act ("Regulations") from unreasonable restrictions, as defined in the Regulations and all interpretive rulings thereunder ("Rulings"). Without limiting the generality of the foregoing, no restriction, covenant, condition or provision of this Declaration shall be applied to any of the Devices if such application would (a) impair reception of an acceptable quality signal to a Unit, (b) unreasonably prevent or delay installation, maintenance or use of a Device, or (c) unreasonably increase the cost of installing, maintaining or using a Device. Specifically, no prior approval, application or permit process shall be required of any Device, where such prior approval, application or permit process would be in violation of the Telecom Act, Regulations, or Rulings from time to time in effect.

Section 8. Clotheslines, Garbage Cans, Tanks, Etc. All clotheslines, garbage cans, mechanical equipment, and other similar items on Units shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash, and garbage shall be stored in appropriate containers approved pursuant to Article XI hereof and shall regularly be removed from the Properties and shall not be allowed to accumulate.

Section 9. Subdivision of Unit and Time Sharing. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to subdivide, change the boundary line of, and replat any Unit(s) owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

No Unit shall be made subject to any type of timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among members of the program on a fixed or floating time schedule over a period of years.

Section 10. Firearms. The discharge of firearms and use of bows and arrows within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Association shall not be obligated to take action to enforce this Section.

Section 11. Pools. No above-ground swimming pools shall be erected, constructed or installed on any Unit. Jacuzzis, whirlpools, or spas approved pursuant to Article XI shall not be considered an above-ground pool for the purposes of this Section.

Section 12. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, ponds, wetlands, or other surface waters within the Properties shall be installed, constructed or operated within the Properties. However, the Declarant and the Association shall have the right to draw water from such sources for the purpose of irrigating the Area of Common Responsibility. All private wells shall be subject to approval in accordance with Article XI of this Declaration.

Section 13. Tents, Mobile Homes, and Temporary Structures. Except as may be permitted by the Declarant or the NCC during initial construction within the Properties, no tent, shack, mobile home, storage shed or structure of a temporary nature shall be placed upon a unit or any part of the Properties without prior approval pursuant to Article XI hereof, except that party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board.

Section 14. Grading, Drainage and Septic Systems. No Person shall alter the grading of any Unit without prior approval pursuant to Article XI of this Declaration. Catch basins, the Detention Basin, Drainage Easements, and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. The Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. However, the exercise of such easement shall not materially diminish the value of or unreasonably interfere with the use of any adjacent property without the Owner's consent. Septic tanks and drain fields, other than those installed by or with the consent of the Declarant, are prohibited within the Properties.

Section 15. Landscaping.

(a) Each Unit shall have installed at the time of receipt of a certificate of occupancy from the City or such other appropriate governmental organization for any dwelling built on the Unit, the following minimum landscaping:

(i) Two 3-inch trees measured six inches above ground level at the base of the tree, placed in front of the dwelling on the Unit; such trees to be of a species approved by the City for such intended uses, as specified in Article VII, Table VIII-A of the UDC of the City;
(ii) Thirty 1-gallon shrubs placed in front of the dwelling on the Unit; and,
(iii) Fully sodded front and side yards which are adjacent to a street to the Unit.

(b) No trees or shrubs, except for those which are diseased or dead or create a safety hazard, shall be removed except in strict compliance with the Design Review Guidelines and upon prior approval in accordance with Article XI of this Declaration.

(c) Without in any way limiting the foregoing, trees or shrubs which are planted in satisfaction of the requirements of the above paragraphs, and which tree(s) or shrub(s) subsequently die or are uprooted for any reason, must be replaced by a tree/shrub of like type and of a size in compliance with the aforesaid requirements, within thirty (30) days after the occurrence of any such death or uprooting. In lieu

of replacing the dead or uprooted tree(s) or shrub(s) on the subject Unit, the Owner of the subject Unit may request the committee having jurisdiction to allow the Owner to replace the removed tree(s) or shrub(s) with one or more comparable trees or shrubs of such size and number in such locations as such committee may determine necessary, in its sole discretion, to mitigate the damage.

Section 16. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 17. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines.

Section 18. Air Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed in any Unit.

Section 19. Lighting. Except for traditional holiday decorative lights, which may be displayed for two months prior to and one month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved in accordance with Article XI of this Declaration.

Section 20. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation or permanent flagpoles shall be permitted on the exterior of any portion of the Properties. No exterior sculpture, fountains, flags and temporary flagpoles, birdhouses, birdbaths, other decorative embellishments, or similar items shall be permitted unless approved in accordance with Article XI of this Declaration.

Section 21. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Unit unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the appropriate committee pursuant to Article XI hereof. No windmills, wind generators, or other apparatus for generating power from the wind shall be erected or installed on any Unit.

Section 22. Wetlands, Lakes, and Other Water Bodies. All wetlands, lakes, ponds, streams, and Detention Basins within the Properties, if any, shall be aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted without the prior approval of the Board of Directors. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams, or Detention Basins within the Properties. No docks, piers, or other structures shall be constructed on or over any body of water within the Properties, except such as may be constructed by the Declarant or the Association.

Section 23. Playground and Recreational Equipment. No jungle gyms, swing sets, similar playground equipment, basketball backboards, tennis courts, or such other recreational equipment shall be erected or installed on any Unit without prior written approval in accordance with Article XI hereof. Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user. The Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 24. Fences. No hedges, walls, dog runs, animal pens, or fences of any kind shall be permitted on any Unit except as approved in accordance with Article XI of this Declaration.

Section 25. Business Use. No business, trade, garage sale, moving sale, rummage sale, or similar activity may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

Notwithstanding the above, the leasing of a Unit shall not be considered a business or trade within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Properties or its use of any Units which it owns within the Properties.

Section 26. On-Site Fuel Storage. No on-site storage of gasoline, heating, or other fuels shall be permitted on any part of the Properties. However, up to five gallons of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment.

Section 27. Leasing of Units. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Units may be leased only in their entirety. No fraction or portion may be leased. No transient tenants may be accommodated in a Unit. All leases shall be in writing and shall be for an initial term of no less than 30 days, except with the prior written consent of the Board of Directors. Notice of any lease, sublease or assignment of a lease, together with such additional information as may be required by the Board, shall be given to the Board by the Unit Owner within 10 days of execution of the lease, sublease or assignment. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the Rules and Regulations. The Board may adopt reasonable rules regulating leasing and subleasing.

Section 28. Laws and Ordinances. Every Owner and occupant of any Unit, their guests and invitees, shall comply with all laws, statutes, ordinances, and rules of federal, state, and municipal governments applicable to the Properties. Any violation may be considered a violation of this Declaration. However, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances, and rules.

Section 29. Single Family Occupancy. No Unit shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption, or marriage living with not more than one person who is not so related as a single household unit, or no more than two persons who are not so related living together as a single household unit, and the household employees of either such household unit; provided, however, nothing herein shall be interpreted to

restrict the ability of one or more persons meeting the definition of a single family from residing with any number of person(s) under the age of eighteen (18) over whom such person has legal custody.

Section 30. Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on any Unit. No derrick or other structure designed for use in boring for water, oil, natural gas, or other minerals shall be erected and maintained or permitted on any Unit.

Article XIII
EASEMENTS

Section 1. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area or Detention Basin and between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association.

Section 2. Easements for Utilities, Etc. There are hereby reserved unto Declarant, so long as the Declarant owns any property described on Exhibit "A" or "B," of this Declaration, the Association, and the designees of each (which may include, without limitation, Tarrant County, Texas and any utility) access and maintenance easements upon, across, over, and under all of the Properties to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on recorded plats of the Properties. Notwithstanding anything to the contrary herein, these easements shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing dwelling on a Unit, and any damage to a Unit resulting from the exercise of these easements shall promptly be repaired by, and at the expense of, the Person exercising these easements. The exercise of these easements shall not unreasonably interfere with the use of any Unit.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company, and natural gas supplier easements across all the Common Area and Detention Basins for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. However, the exercise of this easement shall not extend to permitting entry into the dwelling on any Unit. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties, except as may be approved by the Association's Board of Directors or as provided by Declarant.

Section 3. Easements for Lake and Pond Maintenance and Flood Water. The Declarant reserves for itself and its successors, assigns, and designees the nonexclusive right and easement, but not the obligation, to enter upon any lakes, ponds, streams, wetlands, and Detention Basins located within the Area of Common Responsibility to (a) install, keep, maintain, and replace pumps in order to provide water for the irrigation of any of the Area of Common Responsibility; (b) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining water; and (c) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Declaration. The Declarant's rights and easements provided in this Section shall be transferred to the Association at such time as the Declarant shall cease to own any

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property subject to the Declaration, or such earlier time as Declarant may elect, in its sole discretion, to transfer such rights by a written instrument. The Declarant, the Association, and their designees shall have an access easement over and across any of the Properties abutting or containing any portion of any such lakes, ponds, streams, wetlands, or Detention Basins to the extent reasonably necessary to exercise their rights under this Section.

There is further reserved herein for the benefit of Declarant, the Association, and their designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area, Detention Basins, and Units (but not the dwellings thereon) adjacent to or within 50 feet of lake beds, ponds, and streams within the Properties, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Properties; (b) fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain any lakes, ponds, streams, and wetlands within the Area of Common Responsibility; (c) maintain and landscape the slopes and banks pertaining to such lakes, ponds, streams, and wetlands; and (d) enter upon and across such portions of the Properties for the purpose of exercising its rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural disasters.

Section 4. Easements to Serve Additional Property. The Declarant and its duly authorized agents, representatives, and employees, as well as its successors, assigns, licensees, and mortgagees, shall have and hereby reserves an easement over the Common Area and Detention Basins for the purposes of enjoyment, use, access, and development of the additional property described in Exhibit "B" attached hereto and incorporated herein, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area and Detention Basins for construction of roads and for connecting and installing utilities on such property. Declarant further agrees that if the easement is exercised for permanent access to the additional property and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving the additional property. Such agreement shall provide for sharing of costs based on the ratio which the number of residential dwellings on that portion of the additional property which is served by the easement and is not made subject to this Declaration bears to the total number of residential dwellings within the Properties and on such portion of the additional property.

Section 5. Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance pursuant to Article V hereof, and to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, By-Laws, and Rules and Regulations, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any single family detached dwelling without permission of the Owner except by emergency personnel acting in their official capacities.

Section 6. Retaining Walls/Drainage/Fence Easements.

(a) Definitions. For purposes of this Section 6, capitalized terms not previously defined in Article I shall have the meanings set forth below.

(i) "Retaining Wall" shall be a wall structure running generally parallel to the Common Boundary, constructed generally on the Common Boundary for the purposes of supporting and benefiting the Dominant Estate (See typical illustration in this Section below.)

(ii) "Common Boundary" shall be the lot line, as shown on a subdivision plat, forming the common boundary line between any two adjoining Lots, or between any Lot and Common Area or Detention Basin.

(iii) "Dominant Estate" shall mean, as between two adjoining Units or Common Areas or Detention Basin, the Unit, Detention Basin or Common Area which has the higher elevation. (The Dominant Estate is defined in the illustration below on the right.)

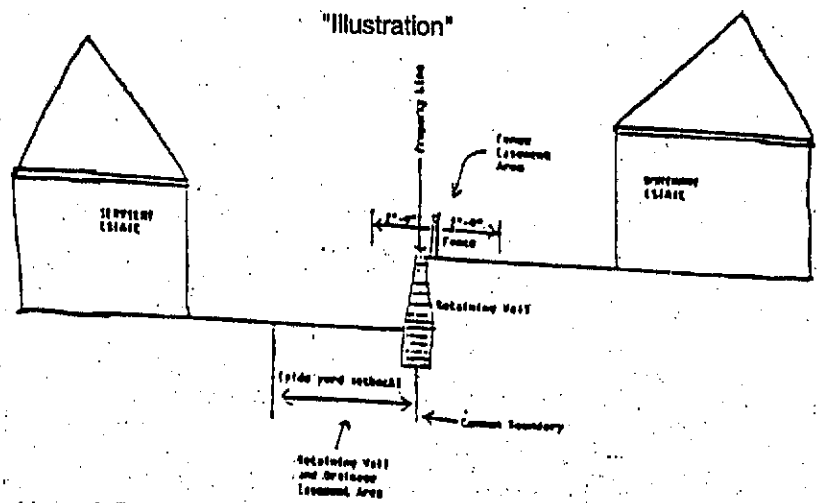
(iv) "Servient Estate" shall mean, as between two adjoining Units or Common Areas or Detention Basin, the Unit, Detention Basin or Common Area which has the lower elevation. (The Servient Estate is defined below on the left.)

(v) "Retaining Wall and Drainage Easement Area" shall mean an area on the Servient Estate which lies between the Common Boundary and a line generally parallel to the Common Boundary equivalent to the side yard setback required as per the City zoning, as shown in the illustration below.

(vi) "Fence" shall be a structure constructed on the Common Boundary, or within two feet of the Common Boundary on the Dominant Estate.

(vii) "Fence Easement Area" shall mean a two-foot area on each side of the Fence, whether the fence is located on the Common Boundary, or within the Dominant Estate.

"Illustration"



(b) Use of Retaining Wall and Drainage Easement Area. A perpetual non-exclusive easement on, over and across the Easement Area of each adjoining Servient Estate is hereby granted to each Dominant Estate for ingress and egress by the Owner and occupants of the Dominant Estate and their agents, contractors and representatives, for construction, reconstruction and maintenance of the Retaining Wall serving the Dominant Estate, and for the purpose of maintaining, reconstructing, or constructing the storm water drainage runoff system from the Dominant Estate, subject to the restrictions set forth in this Declaration and approval of the New Construction Committee (NCC), and the Modification Committee (MC).

Nothing shall be done or permitted within the Easement Area which would constitute a threat or hazard to the health and Safety of the individuals occupying the Servient Estate, nor shall anything be done or permitted within the Easement Area which defaces the dwelling or the landscaping on the Servient Estate, or which adversely affects the integrity, structure or strength of the dwelling on the Servient Estate.

The uses permitted within each Easement Area by virtue of this Section shall be nonexclusive and the same may be subject to utility, access and drainage easements, as well as minor encroachments. The owner of the Servient Estate shall be entitled to such reasonable use or uses of the Easement Area as are not inconsistent with the rights of the Dominant Estate. In addition, the Easement Area is subject to any easements granted elsewhere in this Declaration, as it may be amended from time to time.

(c) Rights of Entry. The Owner of each Dominant Estate (and the authorized agents, representatives and contractors of such Owner) shall have a reasonable and temporary right of entry, access, ingress, egress and regress upon the Easement Area reasonably necessary to perform and complete, in a prompt, efficient and good workmanlike manner, any construction or other work (whether original, remodeling or repair) which has been theretofore approved by the NCC and/or MC.

The NCC and/or MC are specifically authorized to promulgate ad hoc rules and guidelines pertaining to any particular construction or repair work likely to require the exercise of the right of entry described above so that the respective best interests of the adjoining Owners are, to the extent reasonably possible, harmonized and preserved.

(d) Maintenance of Retaining Wall and Drainage Easement Area; Damage and Destruction. The Owner of the Servient Estate shall be responsible for maintaining landscaping, and other improvements within the Easement Area in a neat and attractive condition. Any damage to the Servient Estate caused by the Dominant Owner shall be reasonably restored at the Dominant Owner's expense to at least as good a condition as when the Dominant Owner initially entered the Servient Estate.

In the event that a Retaining Wall is damaged or destroyed by casualty, the Owner of the Dominant Estate shall proceed promptly to repair or restore the Retaining Wall in the manner consistent with its original construction.

(e) Use of Fence Easement Area. Any fence constructed or required to be constructed upon a Common Boundary shall be the shared maintenance responsibility of adjoining Unit Owners. Any fence constructed or required to be constructed on the Dominant Estate, due solely to the construction of a Retaining Wall along a Common Boundary, shall be the maintenance responsibility of the adjoining Unit owners.

(f) Arbitration. In the event of any dispute, disagreement or controversy between or among any Owners pertaining to either the Retaining Wall or Fence Easement Areas, then upon the written demand of any such Owner, the dispute, disagreement or controversy shall be fully and finally resolved in by arbitration before the Board, and, if necessary, judgment upon their decision may be entered in any court having jurisdiction thereof.

Article XIV
MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first

Mortgages on Units in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Unit to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder:

(b) Any delinquency in the payment of assessments or charges owed by a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Declaration or By-Laws relating to such Unit or the Owner or Occupant which is not cured within 60 days. Notwithstanding this provision, any holder of a first Mortgage is entitled to written notice upon request from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or By-Laws which is not cured within 60 days;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least sixty-seven (67%) percent of the first Mortgagees or Voting Members representing at least sixty-seven (67%) of the total Association vote entitled to cast consent, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area or Detention Basins which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area or Detention Basins shall not be deemed a transfer within the meaning of this subsection);

(b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Unit (a decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Properties regarding assessments for Neighborhoods or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration.);

(c) By act or omission change, waive, or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of Units and the Common Area and Detention Basins (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);

(d) Fail to maintain insurance, as required by this Declaration; or

(e) Use hazard insurance proceeds for any Common Area or Detention Basin losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area or Detention Basins and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. Other Provisions for First Lien Holders. To the extent possible under Texas law:

(a) Any restoration or repair of the Properties after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Units to which at least fifty-one (51%) percent of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Units to which at least fifty-one (51%) percent of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

Section 4. Amendments to Documents. The following provisions do not apply to amendments to the constituent documents or termination of the Association made as a result of destruction, damage, or condemnation pursuant to Section 3 (a) and (b) of this Article, or to the addition of land in accordance with Article IX.

(a) The consent of Voting Members representing at least sixty-seven (67%) of the Class "A" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of the Eligible Holders of first Mortgages on Units to which at least sixty-seven (67%) of the votes of Units subject to a Mortgage appertain, shall be required to terminate the Association.

(b) The consent of Voting Members representing at least sixty-seven (67%) percent of the Class "A" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of Eligible Holders of first Mortgages on Units to which at least fifty-one (51%) percent of the votes of Units subject to a Mortgage appertain, shall be required to amend materially any provisions of the Declaration, By-Laws, or Articles of Incorporation, or to add any material provisions thereto which establish, provide for, govern, or regulate any of the following:

(i) voting;

(ii) assessments, assessment liens, or subordination of such liens;

(iii) reserves for maintenance, repair, and replacement of the Common Area and Detention Basins;

(iv) insurance or fidelity bonds;

(v) rights to use the Common Area or Detention Basins;

(vi) responsibility for maintenance and repair of the Properties;

(vii) expansion or contraction of the Properties or the addition, annexation, or withdrawal of Properties to or from the Association;

(viii) boundaries of any Unit;

(ix) leasing of Units;

(x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Unit;

(xi) establishment of self-management by the Association where professional management has been required by an Eligible Holder; or

(xii) any provisions included in the Declaration, By-Laws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Units.

Section 5. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area or Detention Basins.

Section 6. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

Section 7. Amendment by Board. Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the U.S. Department of Veterans Affairs, or the U.S. Department of Housing and Urban Development, subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may record an amendment to this Article to reflect such changes.

Section 8. Applicability of Article XIV. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Texas law for any of the acts set out in this Article.

Section 9. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

Section 10. HUD/VA Approval. As long as there is a Class "B" membership, the following actions shall require the prior approval of the U.S. Department of Housing and Urban Development or the Department of Veterans Affairs, if either such agency is insuring or guaranteeing the mortgage on any Unit: annexation of additional property other than that described on Exhibit "B," dedication of Common Area or Detention Basins to the public, mortgaging of Common Area or Detention Basins, or material amendment of this Declaration.

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Article XV
DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the By-Laws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or in the By-Laws, as applicable. Furthermore, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the County Clerk Official Records of Tarrant County, Texas. Nothing in this Declaration shall be construed to require the Declarant or any successor to develop any of the property set forth in Exhibit "B" in any manner whatsoever.

Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and sales of Units by Declarant and Builders shall continue, it shall be expressly permissible for the Declarant and Builders authorized by Declarant to maintain and carry on upon portions of the Common Area and Detention Basins such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such units, including, but not limited to, business offices, signs, and sales offices. The Declarant and Builder(s) authorized by Declarant shall have easements for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use Units owned or leased by the Declarant or a Builder and any clubhouse or community center which may be owned by the Declarant or the Association, as models and sales offices, respectively.

Declarant shall have and hereby reserves the right (without the consent of any other Owner), but shall not be obligated, to construct additional improvements on the Common Area, Drainage Easements, and Detention Basins at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof. Declarant shall convey or transfer such improvements to the Association and the Association shall be obligated to accept title to, care for and maintain the same, all as elsewhere provided in this Declaration.

So long as the Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the public records.

This Article may not be amended without the express written consent of the Declarant. However, the rights contained in this Article shall terminate upon the earlier of (a) 30 years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

Article XVI
GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties, their respective legal representatives, heirs, successors, and assigns, for a term of 30 years from the date this Declaration is recorded. After such time the covenants and restrictions shall be automatically extended for successive periods of 10 years; unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive

period of 10 years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

Section 2. Amendment.

(a) By Declarant. Until conveyance of the first Unit by Declarant, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statues, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; (iv) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units; or (v) otherwise necessary to satisfy the requirements of any governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as the Declarant still owns property described in Exhibits "A" or "B" for development as part of the Properties, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

(b) By Owners. Except as provided above and otherwise specifically provided herein, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing sixty-seven (67%) percent of the total votes in the Association, including sixty-seven (67%) percent of the votes held by Members other than the Declarant, and the consent of the Declarant, so long as the Declarant has a right to annex additional property to this Declaration pursuant to Article IX. In addition, the approval requirements set forth in Article XIV hereof shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. To be effective, any amendment must be recorded in the County Clerk Official Records of Tarrant County, Texas.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

Section 3. Severability. Invalidation of any provision or portion of a provision of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 5. Litigation. Except as otherwise specifically provided below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by Voting Members representing seventy-five (75%) percent of the total Association vote and by seventy-five (75%)

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percent of the Voting Members. In the case of such a vote, and notwithstanding anything contained in this Declaration or the Articles of Incorporation, or By-Laws to the contrary; a Voting member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by Owners of seventy-five (75%) percent of the Units represented by the Voting Member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article X; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 6. Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of any Neighborhood and the Association may, but shall not be required to enforce the covenants, conditions, and provisions of any Neighborhood; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, by-laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Neighborhood shall be subject and subordinate to those of the Association. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Association.

Section 7. Use of the "Grand Peninsula" Phrase and Mark. No person shall use the phrase "Grand Peninsula" or any logo or derivative in any printed or promotional material without the prior written consent of the Declarant. However, the Association shall be entitled to use the phrase "Grand Peninsula" in its name.

Section 8. Compliance. Every Owner and occupant of an Unit shall comply with all lawful provisions of this Declaration, the By-Laws, and the Rules and Regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved Unit Owner(s). In addition, the Association may avail itself of any and all remedies provided in this Declaration or the By-Laws.

Section 9. Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Unit, such Owner shall give the Board of Directors at least seven days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Unit coming due prior to the date upon which notice is received by -the Board of Directors including assessment obligations, notwithstanding the transfer of title to the Unit.

Section 10. Dispute Resolution. Prior to filing a lawsuit against the Declarant, the Association, a Neighborhood Association, the Board, the NCC, the MC, or any officer, director, committee member, Voting Member or property manager of the Association, an Owner or Occupant must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be personally delivered to any member of the Board or the property manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the request.

UNOFFICIAL DOCUMENT

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 6th day of June, 2002.

W/J Grand Peninsula, LP
a Texas Limited Partnership

By: Peninsula GP, LP
a Texas Limited Partnership
Its: General Partner

By: W/J GP, LLC
a Texas Limited Liability Corporation
Its: General Partner

By: Frank Murphy

Its: V.P.

SIGN HERE

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this 6th day of June, 2002, personally appeared Frank Murphy, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

Notary Public of Texas Michelle M. Clark

My Commission Expires:

MICHELLE M. CLARK
Notary Public
State of Texas
My Comm. Exp. 12-16-2002

After recording, return to:

W/J Grand Peninsula, LP
600 N. Pearl, Suite 650, LB 149
Dallas, Texas 75201
Attn: Frank Murphy

BK 4500 PG 0015

TABLE OF EXHIBITS

Exhibit	Subject Matter
"A"	Land Initially Submitted
"B"	Land Subject to Annexation
"C"	By-Laws of Grand Peninsula Owners Association, Inc.
"D"	Design Review Guidelines

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

EXHIBIT "A"

Land Initially Submitted

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in the City of Grand Prairie, Tarrant and Dallas Counties, Texas, being more particularly described as:

(a) Lots 1 through 7 of Block A, Lots 33 through 53 of Block A, Lots 1 and 19 through 32 of Block B, Lots 1 through 5 of Block C, and Lots 1 through 9 of Block D as shown on that Certain Final Plat of Lakeside At Grand Peninsula, an ADDITION TO THE City of Grand Prairie, Balis Estes Survey Abstract No. 483 and Robert Crawford Survey Abstract No. 263, Tarrant County, Texas as recorded in Cabinet A Slides 7333 and 7334 in Tarrant County Deed Records on March 18, 2002;

(b) Lots 1 through 39 of Block E, Lots 1 through 25 of Block F, Lots 1 through 19 of Block G, Lots 1 through 20 of Block H, Lots 1 through 14 of Block I, and Lots 1 through 17 of Block J as shown on that Certain Final Plat of The Landing At Grand Peninsula, an ADDITION TO THE City of Grand Prairie, Balis Estes Survey Abstract No. 483 Tarrant County, Texas, Bales Estes Survey Abstract No. 1707 Dallas County, Texas, Robert Crawford Survey Abstract No. 263 Tarrant County, Texas, and G.A. Bowman Survey Abstract No. 1982 Tarrant County, Texas as recorded in Cabinet A Slides 7331 and 7332 In Tarrant County Deed Records on March 18, 2002 and In Volume 2002053 Page 01751 in Dallas County Deed Records on March 18, 2002; and

(c) Lots 1 through 28 of Block K, Lots 1 through 22 of Block L, Lots 1 through 15 of Block M, Lots 1 through 12 of Block N, Lots 1 through 14 of Block O, Lot 1 of Block P, and Lots 1 through 13 of Block Q, as shown on that Certain Final Plat of The Shores at Grand Peninsula Phase I, an ADDITION TO THE City of Grand Prairie, Balis Estes Survey Abstract No. 483 Tarrant County, Texas, James Estes Survey Abstract No. 488 Tarrant County, Texas, and Robert Crawford Survey Abstract No. 263, Tarrant County, Texas, recorded in Cabinet A Slides 7329 and 7330 In Tarrant County, Texas Deed Records on March 18, 2002.

NEIGHBORHOOD

Lakeside Neighborhood

Block A,	Lots 1-7
Block A,	Lots 33-52
Block B,	Lot 1
Block B,	Lots 19-32
Block C,	Lots 1-5
Block D,	Lots 1-8

Landing Neighborhood

Block E,	Lots 1-39
Block F,	Lots 1-4
Block F,	Lots 6-25
Block G,	Lots 1-19
Block H,	Lots 1-20
Block I,	Lots 1-14
Block J,	Lots 1-17

Shores Neighborhood

Block K,	Lots 1-28
Block L,	Lots 1-22
Block M,	Lots 1-7
Block M,	Lots 9-15
Block N,	Lots 1-12
Block O,	Lots 1-14
Block Q,	Lots 1-13

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

EXHIBIT "B"

Land Subject to Annexation

ALL OR ANY TRACTS OR PARCELS OF LAND OR PLATTED LOTS LYING AND BEING IN TARRANT AND/OR DALLAS COUNTIES, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS ANY PROPERTY WITHIN A ONE (1) MILE RADIUS OF THAT PROPERTY DESCRIBED ON EXHIBIT "A" INCLUDING, WITHOUT LIMITATION, THE FOLLOWING DESCRIBED PROPERTY:

(See following pages for Legal Description)

EXHIBIT "B-1"
PROPOSED PUBLIC IMPROVEMENT DISTRICT
409.58 ACRE TRACT

BEING, that certain lot, tract, or parcel of land located in the James Estes Survey, Abstract No. 488 (Tarrant County), the Balis Estes Survey, Abstract No. 483 (Tarrant County) and Abstract No. 1707 (Dallas County), the Robert Crawford Survey, Abstract No. 263 (Tarrant County), and the G. A. Bowman Survey, Abstract No. 1982 (Tarrant County), in the City of Grand Prairie, Tarrant County and Dallas County, Texas, and also being all or part of those certain tracts of land as follows;

1) All of that certain tract of land described in deed to Webb Land Partners, Ltd., as recorded in Volume 9854, Page 1093, of the Deed Records of Tarrant County, Texas (DRTCT), and also recorded in Volume 90048, Page 2894, of the Deed Records of Dallas County, Texas (DRDCT);
2) All of that certain tract of land described in deed to Ge Xiong and Cheu Chou Moga (hereafter referred to as the Xiong tract), as recorded in Volume 10541, Page 524, DRTCT ;
3) Part of that certain tract of land described in Substitute Trustees' Deed to the Estate of Evelyn Weldon McMurray, Deceased, James Charles Ditto, Kathleen Jeanette Cox Glenn and Winnie Elliot (hereafter referred to as the McMurray tract), as recorded in Volume 10759, Page 1792 DRTCT;
4) All of that certain tract of land described in deed to Harold D. and Mary Lynn Camp (hereafter referred to as the Camp tract), as recorded in Volume 6636, Page 247, DRDCT;
5) And all of that certain tract of land described in deed to Joe and Geneva Caballero (hereafter referred to as the Caballero tract), as recorded in Volume 11651, Page 498, DRTCT;

Subject tract being more particularly described as follows;

BEGINNING; at a 1/2 inch iron rod with NDM cap found, said iron rod being located on a northerly described line of the aforementioned McMurray tract, and being the most westerly southwest corner of the aforementioned Webb Land Partners, Ltd. tract;

THENCE; North 04°44'55" East, passing at 4.51 feet a Government Monument found, and with a southeasterly line of that certain tract of land described in deed to the United States of America, as recorded in Volume 7061, Page 99, DRTCT, in all a distance of 1195.04 feet to a Government Monument found;

THENCE; North 59°57'05" East, continuing with the said United States of America tract, passing at 1320.66 feet a Government Monument found, in all a distance of 1329.78 feet to a 5/8 inch iron rod with top bent found in an old private road;

THENCE; South 29°38'45" East, generally with the alignment of an old private road, a distance of 2266.22 feet to a 5/8 inch iron rod with top bent found, said iron rod being

located in a southwesterly right-of-way line of Lake Ridge Parkway (called 120 foot R.O.W. at this point) according to aforementioned Webb Land Partners, Ltd. deed;

THENCE; South 58°49'20" West, passing at 30.83 feet a 5/8 inch iron rod with C & B cap found on the said southwesterly right-of-way line of Lake Ridge Parkway, in all, a distance of 1227.52 feet to a 5/8 inch iron rod found, said iron rod being the northeasterly corner of the aforementioned Xiong tract;

THENCE; South 29°45'52" East, along the northeasterly line of said Xiong tract, a distance of 1295.57 feet to a 1/2 inch iron rod found at the southeasterly corner of the Xiong tract, said iron rod also being located on the northwesterly right-of-way line of County Road No. 2148 [Hanger Lowe (Trees) Road] according to said Xiong deed (variable width right-of-way at this point);

THENCE; South 60°39'19" West, along said northwesterly right-of-way line of County Road No. 2148 according to Xiong deed, a distance of 327.64 feet to 5/8 inch iron rod found with Brookes Baker cap, said iron rod being located on the southwesterly line of the Xiong tract and the northeasterly line of the aforementioned Camp tract;

THENCE; South 28°52'46" East, with the said northeasterly line of the Camp tract, a distance of 41.21 feet to a 1/2 inch iron rod found, said iron rod being located in the called centerline of County Road No. 2148;

THENCE; South 60°00'55" West, with said centerline of County Road No. 2148, a distance of 364.67 feet to a 5/8 inch iron rod found at the southwesterly corner of the Camp tract;

THENCE; North 30°00'03" West, leaving said centerline of County Road No. 2148, and with the southwesterly line of the Camp tract, a distance of 689.43 feet to a 5/8 inch iron rod found, said iron rod being the northwesterly corner of the Camp tract;

THENCE; South 60°20'15" West, with the north line of that certain tract of land described in deed to Ronald N. Dubro and Lois D. Dubro, as recorded in Volume 4719, Page 571, DRTCT, a distance of 378.21 feet to a 1/2 inch iron rod found;

THENCE; South 60°20'52" West, with the north line of that certain tract of land described in deed to Ronald N. Dubro and Lois D. Dubro, as recorded in Volume 10667, Page 1562, DRTCT, a distance of 125.81 feet to a 1 inch iron pipe found;

THENCE; South 60°03'38" West, with the north line of that certain tract of land described in deed to James Abney, as recorded in Volume 7263, Page 993, DRTCT, a distance of 125.89 feet to a 1/2 inch iron rod found, said iron rod being the northeast corner of the aforementioned Caballero tract;

THENCE; South 29°57'23" East, with the northeasterly line of the said Caballero tract, a distance of 692.32 feet to a 1/2 inch iron rod found, said iron rod being located in the aforementioned called centerline of County Road No. 2148;

THENCE; South 60°11'58" West, with said centerline of County Road No. 2148, a distance of 313.62 feet to a 1 inch iron rod found, said iron rod being located on a northeasterly line of the aforementioned McMurray tract;

THENCE; South 29° 59' 35" East, with said centerline of County Road No. 2148 as described by said McMurray deed, a distance of 1337.35 feet to a point located at the most southerly southeast corner of the McMurray tract, according to said McMurray deed;

THENCE; South 59°56'11" West, with said centerline of County Road No. 2148 as described by McMurray deed, a distance of 2770.87 feet to a point located at the intersection of said centerline of County Road No. 2148 and the centerline of County Road No. 2017, as described by McMurray deed;

THENCE; North 29°49'41" West, generally along said centerline of County Road No. 2017 as described by McMurray deed, a distance of 3365.80 feet to a point located at the southernmost corner of that certain tract of land described in deed to the United States of America, as recorded in Volume 7017, Page 2384, DRTCT;

THENCE; North 25°44'19" East, leaving said centerline of County Road No. 2017 and with the southeasterly line of said United States of America tract as described by McMurray deed, a distance of 467.00 feet;

THENCE; North 46°09'26" East, continuing with the southeasterly line of said United States of America tract as described by McMurray deed, a distance of 19.97 feet to a point located on the westerly line of a cemetery according to said McMurray deed;

THENCE; South 12°56'11" East, with said westerly cemetery line, a distance of 18.29 feet;

THENCE; North 67°19'53" East, with the southerly line of said cemetery tract as described by McMurray deed, a distance of 213.37 feet;

THENCE; North 14°18'52" West, with the easterly line of said cemetery tract as described by McMurray deed, a distance of 209.46 feet to a point located on the aforementioned southeasterly line of the United States of America tract as described by McMurray deed;

THENCE; North 68°05'53" East, with the southeasterly line of said United States of America tract as described by McMurray deed, a distance of 249.25 feet;

THENCE; North 39°17'35" East, continuing with said southeasterly line of the United States of America tract, a distance of 1025.00 feet;

THENCE; North 59°17'48" East, continuing with said southeasterly line of the United States of America tract, a distance of 543.85 feet;

THENCE; North 82°46'53" East, continuing with said southeasterly line of the United States of America tract, a distance of 366.14 feet to a Government Monument found, said monument being the southeasterly corner of said United States of America tract, and the most southerly corner of the aforementioned United States of America tract as recorded in Volume 7061, Page 99, DRTCT;

THENCE; North 63°15'57" East, with a southeasterly line of the United States of America tract as recorded in Volume 7061, Page 99, DRTCT, a distance of 5.97 feet to a 7/8 inch iron rod found;

THENCE; South 25°56'42'East, with a northerly described line of the McMurray tract, a distance of 1.69 feet to a 1 inch iron rod found;

THENCE; North 60°00'53" East, with a northerly described line of the McMurray tract, a distance of 872.75 feet to the POINT OF BEGINNING of herein described tract, containing 409.58 acres of land, more or less.

Note: The bearings shown and recited hereon are according to the monumented northwest described line of that certain tract of land described in deed to Webb Land Partners, Ltd. recorded in Volume 9854, Page 1093, of the Deed Records of Tarrant County, Texas (N59°57'05" E).

Note: This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

LOS ANGELES RECORDER

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

EXHIBIT "C"

BY- LAWS

OF

GRAND PENINSULA OWNERS ASSOCIATION, INC.

2003-2003-2003

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AM 200600026695
3 PGS

Dallas 1-24-06

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRAND PENINSULA OWNERS ASSOCIATION, INC.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
SUZANNE HENDERSON
COUNTY CLERK, TARRANT COUNTY, TEXAS
2005 NOV -2 AM 10:08

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

This **FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRAND PENINSULA OWNERS ASSOCIATION, INC.** (this "First Amendment") is adopted by **W/J PENINSULA DEVELOPMENT, LP**, a Texas limited partnership ("Declarant") as of the 10th day of October, 2005.

WITNESSETH:

WHEREAS, Declarant prepared the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc. (the "Declaration") dated April 1, 2002, and recorded on June 12, 2002, at Volume 15742, Page 0004 *et seq* of the Deed Records of Tarrant County, Texas; and

WHEREAS, Article XVI, Section 2 of the Declaration provides that during any period in which Declarant owns any portion of the Properties, Declarant may unilaterally amend the Declaration provided the amendment has no material adverse effect upon any right of any Owner; and

WHEREAS, Declarant desires to adopt the amendments to the Declaration as hereinafter set forth.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Article III, Section 3(b) of the Declaration is amended by deleting that subsection in its entirety and replacing it with the following:

> (b) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration and By-Laws, are specified elsewhere in the Declaration and the By-Laws. Initially, the Class "B" Member shall be entitled to two thousand (2000) votes: this number shall be decreased by one vote for each Class "A" membership outstanding at any given time. The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors during the Class "B" Control Period, as specified in Article III, Section 2 of the Bylaws. Until one hundred percent (100%) of the Properties have been developed and conveyed to Owners in the normal course of development and sale, the Declarant shall have a right to disapprove any action of the Board of Directors and/or committees as provided in Article III, Section 3 of the Bylaws. Additional

rights of the Class "B" Member and the Declarant are specified in the relevant sections of the Declaration and By-Laws.

The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of:

(i) expiration of the Class "B" Control Period pursuant to Article III of the By-Laws; or

(ii) when, in its discretion, the Declarant so determines and declares in a recorded instrument.

2. Except as modified herein, the Declaration, as amended, shall remain in full force and effect. Specifically, Declarant's right to appoint the members of the New Construction Committee pursuant to Article XI, Section 2(a) of the Declaration remains valid and in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the 5th day of October, 2005.

DECLARANT:

W/J PENINSULA DEVELOPMENT, LP, a Texas limited partnership

By: W/J PENINSULA MANAGEMENT LLC, a Texas limited liability corporation, its general partner

By: [signature]
Its: VP

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Mark Murphy Vice President of W/J PENINSULA MANAGEMENT LLC, a Texas limited liability corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of October, 2005.

MELISSA A. BURKE
Notary Public, State of Texas
My Commission Expires
December 09, 2007

Melissa A. Burke
Notary Public in and for the State of Texas

My Commission Expires: 12-09-2007

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Boulevard #1050
Dallas, Texas 75219

PUD.AMD\GRANDPENINSULA

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS
Cynthia Figueroa Calhoun
Cynthia Figueroa Calhoun, County Clerk
Dallas County TEXAS
January 24, 2006 02:41:19 PM
FEE: $24.00 200600026695

RIDDLE & WILLIAMS PC
3811 TURTLE CREEK BLVD #1050

DALLAS TX 75219

Submitter: W/J PENINSULA DEVELOPMENT

First Amendment to Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.

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:	11/02/2005 08:49 AM		
Instrument #:	D205327278		
	OPR	4 PGS	$24.00

By: _____

D205327278

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.

Electronically Recorded
Official Public Records
Suzanne Henderson
Tarrant County Texas
2009 Sep 25 11:47 AM
Fee: $ 60.00
Submitter: ACS INC
D209256122
12 Pages

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRAND PENINSULA OWNERS ASSOCIATION, INC.

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

This SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRAND PENINSULA OWNERS ASSOCIATION, INC. (this "Second Amendment") is adopted by the GRAND PENINSULA OWNERS ASSOCIATION, INC., a Texas non-profit corporation ("Association") as of the 23rd day of July, 2009.

WITNESSETH:

WHEREAS, W/J Grand Peninsula, L.P., (the "Original Declarant") prepared an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc.," dated April 1, 2002, and recorded on June 12, 2002, at Volume 15742, Page 0004-0001 *et seq.* of the Real Property Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, the Declaration was subsequently supplemented by multiple Supplemental Declarations recorded in the Real Property Records of Tarrant County, Texas, by which the Original Declarant and/or its successor entity, W/J Peninsula Development, L.P., added additional properties to the Declaration; and

WHEREAS, W/J Peninsula Development, L.P., prepared an instrument entitled "First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," dated October 10, 2005 (the "First Amendment"), and recorded on November 2, 2005, as Clerk's Instrument No. D205327278 of the Real Property Records of Tarrant County, Texas; and

WHEREAS, W/J Peninsula Development, L.P., prepared an instrument entitled "Termination of Class 'B' Membership," dated October 12, 2005, and recorded on November 2, 2005, as Clerk's Instrument No. D205327279 of the Real Property Records of Tarrant County, Texas, by which Instrument the Declarant served notice of the termination of the Declarant's control of the Association; and

WHEREAS, Article XVI, Section 2(b) of the Declaration provides that, after termination of the Declarant's control of the Association, the Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of Voting Members representing sixty-seven percent (67%) of the total votes in the Association; and

D209256122

WHEREAS, the requisite percentage of Voting Members have affirmatively approved this Second Amendment to the Declaration as set forth herein.

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

1. **Article I, Section 43** of the Declaration is amended by deleting that Section in its entirety and replacing it with the following:

Section 43. "Voting Group", as used in this Amendment to the Declaration and from the date of adoption of this Amendment, shall mean the same as Neighborhood as defined in Article I, Section 27 of the Declaration, or, if the context so indicates, the group of Members whose Units are located within a given Neighborhood. Unless the context otherwise requires, reference to Voting Group in Association documents, policies, and/or rules adopted before the date of this amended definition shall also mean Neighborhood. The Voting Groups and Neighborhoods are more particularly described in Exhibit "A" to this Amendment.

2. **Article III, Section 3** of the Declaration is amended by deleting that Section in its entirety and replacing it with the following:

Section 3. Voting. The Class "B" Control Period, as defined in the Declaration, has terminated. Accordingly, the Association shall have one class of membership being the Class "A" membership, which is more specifically defined in the Declaration as being all Owners of record of any Unit.

Members shall be entitled to one (1) equal vote for each Unit in which they hold the interest required for membership under Section 2 of Article III of the Declaration. There shall be only one (1) vote per Unit.

Unless otherwise specified in the Declaration or the By-Laws, the vote for each Unit shall be exercised by a Voting Member representing the Neighborhood in which the Unit is located, as provided in Section 4(h) of Article IV of this Amendment. Voting Members may cast the votes which they represent as they, in their discretion, deem appropriate.

Exhibit "A" attached to this Amendment more specifically identifies the Neighborhoods within the Association, the votes attributable to each Neighborhood, and the number of Voting Members to be elected from each Neighborhood.

A Voting Member may cast all of his votes collectively on a matter or may split his total number of votes as he deems appropriate, so long as the Voting Member casts all of his votes. Example: A Voting Member has 50 total votes. He may cast all 50 votes as if they were a single vote, or he may split the total and cast, for example, 25 votes for one candidate and 25 votes for another candidate. A Voting Member may not cast more than his total allocated votes on a given matter or for a specific candidate.

WHEREAS, the requisite percentage of Voting Members have affirmatively approved this Second Amendment to the Declaration as set forth herein.

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

1. **Article I, Section 43** of the Declaration is amended by deleting that Section in its entirety and replacing it with the following:

Section 43. "Voting Group", as used in this Amendment to the Declaration and from the date of adoption of this Amendment, shall mean the same as Neighborhood as defined in Article I, Section 27 of the Declaration, or, if the context so indicates, the group of Members whose Units are located within a given Neighborhood. Unless the context otherwise requires, reference to Voting Group in Association documents, policies, and/or rules adopted before the date of this amended definition shall also mean Neighborhood. The Voting Groups and Neighborhoods are more particularly described in Exhibit "A" to this Amendment.

2. **Article III, Section 3** of the Declaration is amended by deleting that Section in its entirety and replacing it with the following:

Section 3. Voting. The Class "B" Control Period, as defined in the Declaration, has terminated. Accordingly, the Association shall have one class of membership being the Class "A" membership, which is more specifically defined in the Declaration as being all Owners of record of any Unit.

Members shall be entitled to one (1) equal vote for each Unit in which they hold the interest required for membership under Section 2 of Article III of the Declaration. There shall be only one (1) vote per Unit.

Unless otherwise specified in the Declaration or the By-Laws, the vote for each Unit shall be exercised by a Voting Member representing the Neighborhood in which the Unit is located, as provided in Section 4(b) of Article IV of this Amendment. Voting Members may cast the votes which they represent as they, in their discretion, deem appropriate.

Exhibit "A" attached to this Amendment more specifically identifies the Neighborhoods within the Association, the votes attributable to each Neighborhood, and the number of Voting Members to be elected from each Neighborhood.

A Voting Member may cast all of his votes collectively on a matter or may split his total number of votes as he deems appropriate, so long as the Voting Member casts all of his votes. Example: A Voting Member has 50 total votes. He may cast all 50 votes as if they were a single vote, or he may split the total and cast, for example, 25 votes for one candidate and 25 votes for another candidate. A Voting Member may not cast more than his total allocated votes on a given matter or for a specific candidate.

For the election of Directors or the election of other candidates for a position in the Association, each Voting Member must vote for each position to be filled. Example: If three Directors are to be elected, the Voting Member must vote for at least three of the candidates. The Voting Member may not withhold his votes. If the Voting Member believes that he should abstain from voting because of a potential conflict of interest, then the alternate Voting Member should cast the Voting Member's allocated votes. Examples of how the Voting Member may cast his votes for candidates to fill the positions are as follows:

> Voting for only the same number of candidates as there are positions to be filled – Example: Three Directors are to be elected. The Voting Member has a total of 50 votes. The Voting Member may cast his 50 votes three times (50 votes each for three of the candidates).
>
> Voting for more candidates than there are positions to be filled – Example: Three Directors are to be elected. The Voting Member has a total of 50 votes. The Voting Member may elect to split his votes between more than three candidates, but he may not cast more than his allocated total of 50 votes on any one candidate. The Voting Member has a total of 150 potential votes (50 votes for 3 positions). Splitting his total number of votes would mean that the Voting Member casts votes for more candidates than there are positions to be filled, with the Voting Member giving any one candidate no more than his maximum of 50 votes. The candidates receiving the highest number of votes from the different Voting Members will be elected to fill the positions.

Unless otherwise specified in the Declaration or the By-Laws, to include any amendments or supplements thereto, or otherwise specified by law, the vote of the majority of the votes entitled to be cast by the Voting Members present in person or represented by the Voting Member's designate alternate at a meeting at which a quorum of Voting Members is present shall constitute an affirmative vote of the Association on the matter for which the vote was taken. "Majority" shall mean votes totaling more than fifty percent (50%) of the total number.

When a Member is entitled to personally exercise the vote for his Unit (rather than through a Voting Member) and there is more than one Owner of a particular Unit, the vote for such Unit shall be exercised as the co-Owners determine among themselves and so notify the Secretary of the Association in writing prior to the meeting at which the vote will be taken. In the absence of such notice to the Association, the Unit's vote shall be suspended if more than one Person seeks to exercise it.

If a provision of the governing documents specifies that the vote required is to be based on the "total votes" in the Neighborhood or in the Association or is to he based on the "total votes entitled to be cast," then the total number of possible votes for that Neighborhood (as identified in Exhibit "A" to this Amendment) shall be the basis for the vote or calculation.

If a provision of the governing documents specifies that the vote required is to be based on the "total eligible votes" in the Neighborhood or in the Association, then the total number of votes for that Neighborhood will be the total possible votes (as identified in Exhibit "A" to this Amendment) minus the vote of any Units whose votes are not eligible due to suspension by the Board pursuant to the governing documents. If there are ineligible votes within a Neighborhood at the time the Voting Members are to vote on a matter, the total eligible votes will be divided among the number of Voting Members for that Neighborhood.

Should the situation arise in which it is not clear whether a given vote, quorum requirement, or petition requirement is to be based on the total number of Units (one vote per Unit) in a Neighborhood or the total number of eligible votes in a Neighborhood, the Board of Directors will determine which method will be used for the action in question, with such Board determination being made by a majority of the Board of Directors, with a quorum of Directors having been met.

At the discretion of the Board of Directors, Voting Members may vote on a matter hy mail, hy facsimile transmission ("fax"), by electronic mail ("e-mail"), or by any combination of these methods.

3. **Article III, Section 4** of the Declaration is amended by deleting Subsection (b) and Subsection (c) thereof in their entirety and replacing each with the following:

Section 4. Neighborhoods, Voting Members and Voting Groups

(b) Voting Members. The Members within each Neighborhood will elect one (1) Voting Member for each 50 Units within the Neighborhood. If a Neighborhood is comprised of a total number of Units not equally divided by the number 50, an additional Voting Member will be elected to represent the additional Units. Exhibit "A" attached to this Amendment more specifically identifies the Neighborhoods within the Association, the votes attributable to each Neighborhood, the number of Voting Members to be elected from each Neighborhood, and the distribution of votes among the Voting Members.

Members within each Neighborhood shall also elect one or more alternate Voting Members to be responsible for casting such votes in the absence of a Voting Member or as otherwise provided in this Amendment.

Except as otherwise specified in the Declaration, in this Amendment, or in the By-Laws, on all Association matters requiring a membership vote, each Voting Member shall be entitled to cast the number of votes allocated to that Voting Member pursuant to Exhibit "A" to this Amendment. The Voting Members elected from a Neighborhood shall determine among themselves which Voting Member (by name) will have the allocation of votes specified in Exhibit "A" to this Amendment or as otherwise adjusted pursuant to the Declaration or By-Laws, such as the reduction of total votes due to votes deemed not eligible to be counted at the time of voting.

(i) Election of Voting Members. The Voting Member(s) and alternate Voting Member(s) from each Neighborhood shall be elected on an annual basis either by written ballot without a meeting or at a meeting of the Members within such Neighborhood as determined by the Board of Directors. At the discretion of the Board, the meeting of the Members of the Neighborhoods to elect Voting Members and alternates may be conducted at the time of the Association's annual meeting; provided that the quorum requirements for the annual meeting are met.

Upon written petition signed by Members holding at least ten percent (10%) of the total votes attributable to Units within any Neighborhood, the election of Voting Members for such Neighborhood shall be held at a separate meeting of the Members within that Neighborhood (in lieu of elections being conducted by ballot without a meeting or at the time of the Association's annual meeting). The presence, in person or by written proxy, of Members representing at least thirty percent (30%) of the total votes attributable to Units in the Neighborhood shall constitute a quorum at any such meeting of the Neighborhood; however, the foregoing quorum requirement does not apply to the election of Voting Members conducted at the time of the Association's annual meeting.

In voting to elect Voting Members and alternate Voting Members, each Member shall be entitled to cast one equal vote for each Unit which he/she owns in the Neighborhood. The candidate for each position who receives the greatest number of votes shall be elected to serve a term of one year and until a successor is elected or appointed. Any Owner of a Unit in the Neighborhood may submit nominations for election or declare himself a candidate in accordance with procedures which the Board shall establish.

(ii) Removal of Voting Members. Any Voting Member may be removed, with or without cause, upon the vote of a majority of the total number of Units owned by Members in the Neighborhood which such Voting Member represents. The vote to remove may be cast at a meeting of the Neighborhood at which a quorum is present or by written petition signed by the required number of Owners. Any Voting Member whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Voting Member, one of the alternates for that Neighborhood will be appointed by the Board to fill the vacancy created by the removal.

(iii) Eligibility of Voting Members. Eligibility for election as a Voting Member or alternate Voting Member shall be as follows:

- Voting Members and alternates must be Owners or spouses of Owners.
- No Owner and his spouse (or Owner and co-Owner) may both serve as Voting Members and/or as alternate Voting Members at the same time.
- No Owner and his spouse or (Owner and co-Owner) may both serve on the Board of Directors and as a Voting Member or alternate Voting Member at the same time.
- In the case of a Member which is not a natural person (such as a corporate Owner), the person designated in writing to the Secretary of the Association as the representative of such Member shall be eligible to serve as a Voting Member or alternate Voting Member.
- To be eligible for election as a Voting Member or alternate, the Unit and its Owners or tenants must not be more than 30-days delinquent in the payment of assessments or other charges due to the Association and must not have an outstanding covenant violation. The Board of Directors shall have the sole discretion to determine if the eligibility requirements have been met.
- If it is determined after Voting Members and alternates are elected that a Voting Member or alternate was not eligible at the time of election, the ineligible Voting Member or alternate will immediately forfeit his position and one of the elected alternates will fill the forfeited position.

(iv) Vacancy. In the event of the death, disability, or resignation of a Voting Member, the remaining Voting Members for that Neighborhood shall designate one of the alternate Voting Members to fill the vacancy, with such alternate serving the remainder of the Voting Member's term. In the event that a vacancy occurs in a Voting Member position for a Neighborhood and there are no remaining alternate Voting Members to fill the vacant position, the Board will appoint Members from that Neighborhood to fill both the vacant Voting Member position(s) and alternate positions until the next meeting of the Association or the next meeting of the Neighborhood at which Voting Members and alternate are to be elected.

(v) Votes. Voting Members may not vote by written proxy but only in person or through the Voting Member's designated alternate. If a Voting Member fails to personally designate an elected alternate Voting Member from that Neighborhood to vote in his absence, the Board of Directors shall determine which alternate will vote on behalf of the Voting Member.

A Voting Member's individual (personal) vote as a Member of the Association shall be the same as provided for all Owners in the Declaration and By-Laws, as may be amended and/or supplemented from time to time. If a Voting Member's personal Unit vote is not eligible for being counted due to a violation of the Association governing documents or other basis for suspension of the Unit's voting rights in the

Association, the Voting Member is not entitled to vote on behalf of the Units he represents in the Neighborhood. In such a situation, an alternate Voting Member for that Neighborhood shall vote on behalf of the ineligible Voting Member. Should the situation arise in which a Voting Member is not eligible to vote and the alternate(s) is also not eligible to vote, or there are no remaining elected alternates, at the discretion of the Board, a new alternate may be appointed pursuant to this Section or the number of votes attributable to the ineligible Voting Member will be equally distributed to the remaining Voting Members elected from that Neighborhood.

(vi) Generally. If a situation should arise with regard to Voting Members, their eligibility, their election, their voting, or any matter not specifically addressed in this Amendment, the Board of Directors, by vote of a majority of all Directors, shall determine the procedure or means of addressing the issue.

(c) Voting Groups. This Amendment supersedes and replaces the Voting Group designations made by the Declarant in the "Supplemental Declaration for Grand Peninsula Owners Association, Inc.," executed December 12, 2005, and recorded in the Real Property Records of Tarrant County, Texas, on December 20, 2005, under Clerk's Instrument No. D205378938, and also recorded in Dallas County, Texas, on January 24, 2006, under Clerk's Instrument No. 200600021583?, which Supplemental Declaration contained as Exhibit "A" thereto a designation of Voting Groups for Grand Peninsula Owners Association, Inc. Voting to elect Members to the Board of Directors shall be by means of an at-large vote comprised of candidates from any Neighborhood in the Association. Voting Members from the Neighborhoods may vote as they each individually deem appropriate. Voting Members re not required to vote for any candidates from the Neighborhood that the Voting Member represents.

4. To the extent that any provision of the Declaration or the By-Laws regarding Voting Members, alternate Voting Members, and/or Voting Groups is in conflict with the provisions of this Amendment, this Amendment shall control.

5. The provisions of this Amendment do not prevent the Owners of Units in a specific Neighborhood from exercising the rights set forth at Article III, Section 4(a) of the Declaration.

6. Except as modified herein, the Declaration, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officer hereby certifies that the foregoing amendments were approved by the requisite number of Voting Members of the Association in accordance with the Article XVI of the Declaration.

GRAND PENINSULA OWNERS ASSOCIATION, INC.
a Texas non-profit corporation

By: Christina Kang
Its: ~~Secretary~~ President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Christina Kang, ~~Secretary~~ President of Grand Peninsula Owners Association, Inc., known to 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, in the capacity therein stated and on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 18 day of SEPTEMBER, 2009.

DANIEL E. FRICANO NOTARY PUBLIC STATE OF TEXAS EXPIRES 4-5-2010

Notary Public in and for the State of Texas

My Commission Expires: 04/05/2010

[EXHIBIT FOLLOWS]

PUD AMD\GrandPeninsula.Second.09cx09

EXHIBIT "A"

Neighborhoods
in
Grand Peninsula Owners Association, Inc.

Pursuant to Exhibit "A" to the original Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, as supplemented from time to time by a series of Supplemental Declarations recorded by Declarant annexing additional properties into the Association, the Neighborhood designations for the Grand Peninsula residential development are as follows:

The Bluffs Neighborhood and Voting Group – 202 Units comprised of:

Block A	Lots 1 – 64
Block B	Lots 1 - 19
Block C	Lots 1 - 10
Block D	Lots 1 - 17
Block E	Lots 1 - 5
Block F	Lots 1 – 17
Block G	Lots 1 – 12
Block H	Lots 1 - 9
Block I	Lots 1 - 9
Block J	Lots 1 - 25
Block K	Lots 1 – 15

Total Votes: 202
Number of Voting Members: 5
Distribution of Votes Per Voting Member: 41 ; 41 ; 40 ; 40 ; 40

The Coast Neighborhood and Voting Group – 299 Units comprised of:

Phase 1:	Block B	Lots 1 - 14
	Block C	Lots 1 - 17
	Block D	Lots 1 - 35
	Block E	Lots 1 - 22
	Block F	Lots 1 - 28
	Block G	Lots 1 - 16
	Block H	Lots 1 - 5
Phase 2:	Block G	Lots 18 – 33
	Block H	Lots 6 - 15
	Block I	Lots 2 - 9
	Block J	Lots 1 2; Lots 4 – 8
	Block K	Lots 1 - 2
	Block L	Lots 1 – 19
	Block M	Lots 1 - 11
Phase 3:	Block I	Lots 10 – 27
	Block J	Lots 9 - 14
	Block K	Lots 3 - 20
	Block M	Lots 12 – 22
	Block N	Lots 1 – 36

Total Votes: 299
Number of Voting Members: 6
Distribution of Votes Per Voting Member: 50 ; 50 ; 50 ; 50 ; 50 ; 49

The Cove Neighborhood and Voting Group - 285 Units comprised of:

Phase 1:	Block A	Lots 1 - 11
	Block B	Lots 1 - 17
	Block C	Lots 18 - 36
	Block D	Lots 1 - 20
	Block E	Lots 1 - 16 ; Lots 18 - 29
	Block F	Lots 1 – 11 ; Lots 24 - 35
	Block G	Lots 1 - 17
	Block I	Lots 2 - 7
Phase 2:	Block F	Lots 12-23
	Block H	Lots 1-14
	Block I	Lots 8-25
	Block J	Lots 1 – 22
	Block K	Lots 1 - 11
Phase 3:	Block H	Lots 15-36
	Block I	Lots 26-37
	Block K	Lots 12-22
	Block L	Lots 1-22

Total Votes: 285
Number of Voting Members: 6
Distribution of Votes Per Voting Member: 48 ; 48 ; 48 ; 47 ; 47 ; 47

The Harbour Neighborhood and Voting Group – 112 Units comprised of:

Phase 1:	Block Q	Lots 14 - 29
	Block R	Lots 1 - 16
	Block S	Lots 1 - 2
	Block U	Lots 3 - 8
Phase 2:	Block R	Lots 17 - 32
	Block S	Lots 3 - 11
	Block T	Lots 1 - 16
Phase 2:	Block U	Lots 9 - 10
	Block V	Lots 1 - 14
	Block W	Lots 1 – 15

Total Votes: 112
Number of Voting Members: 3
Distribution of Votes Per Voting Member: 38 ; 37 ; 37

The Lakeside Neighborhood and Voting Group – 96 Units comprised of:

Phase 1:	Block A	Lots 2 - 7; Lots 33 - 52
	Block B	Lots 1; Lots 19 - 32
	Block C	Lots 1 - 5
	Block D	Lots 1 - 8

Phase 2:	Block A	Lots 8 - 32
	Block B	Lots 2 - 18

Total Votes: 96
Number of Voting Members: 2
Distribution of Votes Per Voting Member: 48 ; 48

The Landing Neighborhood and Voting Group - 137 Units comprised of:

Phase 1:	Block E	Lots 1 - 39
	Block F	Lots 1 - 4; Lots 6 - 25
	Block G	Lots 1 - 19
	Block H	Lots 1 - 20
	Block I	Lots 1 - 14
	Block J	Lots 1 - 17
Phase 2:	Block A	Lots 1 - 4

Total Votes: 137
Number of Voting Members: 3
Distribution of Votes Per Voting Member: 46 ; 46 ; 45

The Shores Neighborhood and Voting Group - 105 Units comprised of:

Block K	Lots 1 - 28
Block L	Lots 1 - 22
Block M	Lots 1 - 7; Lots 9 - 15
Block N	Lots 1 - 12
Block O	Lots 1 - 14
Block Q	Lots 1 - 13
Block U	Lots 1 - 2

Total Votes: 105
Number of Voting Members: 3
Distribution of Votes Per Voting Member: 35 ; 35 ; 35

Summary:

Total Number of Units in the Association: 1,236
Total Number of Possible Votes in the Association: 1,236
Total Number of Elected Voting Members for the Association: 28

Note: The total votes for each Neighborhood represent the total possible votes based on the number of Units in the Neighborhood. The actual number of votes eligible to be counted on a given vote shall be determined in accordance with the Declaration and By-Laws, as may be amended or supplemented from time to time.

AFTER RECORDING RETURN TO:

Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

SECOND AMENDMENT TO DECLARATION

Electronically Recorded **Tarrant County Texas**
Official Public Records 4/26/2011 2:54 PM **D211097632**
Mary Louise Garcia PGS 6 $36.00
Mary Louise Garcia Submitter: ACS

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRAND PENINSULA OWNERS ASSOCIATION, INC.

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

This THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRAND PENINSULA OWNERS ASSOCIATION, INC. (this "Third Amendment") is adopted by the GRAND PENINSULA OWNERS ASSOCIATION, INC., a Texas non-profit corporation ("Association") as of the 18th day of November, 2010.

WITNESSETH:

WHEREAS, W/J Grand Peninsula, L.P., (the "Original Declarant") prepared an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc.," dated April 1, 2002, and recorded on June 12, 2002, at Volume 15742, Page 0004-0001 *et seq.* of the Real Property Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, the Declaration was subsequently supplemented by multiple Supplemental Declarations recorded in the Real Property Records of Tarrant County, Texas, by which the Original Declarant and/or its successor entity, W/J Peninsula Development, L.P., added additional properties to the Declaration; and

WHEREAS, W/J Peninsula Development, L.P., prepared an instrument entitled "First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," dated October 10, 2005, and recorded on November 2, 2005, as Clerk's Instrument No. D205327278 of the Real Property Records of Tarrant County, Texas (the "First Amendment"); and

WHEREAS, W/J Peninsula Development, L.P., prepared an instrument entitled "Termination of Class 'B' Membership," dated October 12, 2005, and recorded on November 2, 2005, as Clerk's Instrument No. D205327279 of the Real Property Records of Tarrant County, Texas, by which Instrument the Declarant served notice of the termination of the Declarant's control of the Association; and

WHEREAS, Article XVI, Section 2(b) of the Declaration provides that, after termination of the Declarant's control of the Association, the Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of Voting Members representing sixty-seven percent (67%) of the total votes in the Association; and

WHEREAS, the Association's Voting Members approved an instrument entitled "Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," dated July 23, 2009, and recorded on September 25, 2009, as Clerk's Instrument No. D209256122 of the Real Property Records of Tarrant County, Texas (the "Second Amendment"); and

WHEREAS, the requisite percentage of Voting Members have affirmatively approved this Third Amendment to the Declaration as set forth herein.

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

1. **Article XII** of the Declaration, entitled "Use Restrictions," is amended by ADDING the following Section:

Section 31. Registered Sex Offenders.

(a) For purposes of this Section 31, a "Sex Offender" is a person who is registered as a Level 3 (High Risk) or Level 2 (Moderate Risk) sex offender pursuant to Chapter 62 of the Texas Code of Criminal Procedure (Sex Offender Registration Program as it now exists or as it may be amended in the future), or pursuant to any other law of the State of Texas, or any local municipal or county ordinance, or pursuant to any other state or federal law or regulation. A "Sex Offender" for purposes of this Section also includes a person who is required to register as a sex offender and who is required to have a risk assessment but who has not been assigned a risk assessment level by the applicable authority or for whom such a risk assessment level is not yet available to the public via the applicable registry program. Risk levels as defined by Texas statute are as follows:

High (Level 3) -- Indicating that the person poses a serious danger to the community and will continue to engage in criminal sexual conduct.

Moderate (Level 2) -- Indicating a moderate danger to the community and may continue to engage in criminal sexual conduct.

Low (Level 1) -- Indicating that the person poses a low danger to the community and will not likely engage in criminal sexual conduct.

Not all registered sex offenders are required to have a risk assessment under current Texas law. The term "Not Available" indicates the offender is not required to have a risk assessment or the offender's risk assessment has not been reported to the Texas Department of Public Safety.

The identity of registered sex offenders can be obtained from various public access Internet web sites, such as the Texas Department of Public Safety.

(b) A Sex Offender (as defined above):

- shall not use the Grand Peninsula Properties as a temporary or permanent residence; and
- shall not enter onto the Association's Common Areas and facilities, with the exception that an Owner who is a Sex Offender may attend any duly called meeting of the Association's Board of Directors or Members which is held in an Association Common Area or facility (only official meetings; does not include Association sponsored social events or activities).

(c) Owners or residents of property in Grand Peninsula shall not lease to or allow any person to permanently or temporarily reside within the Properties who is a Sex Offender.

(d) The Association's Board of Directors may adopt rules regarding the use of the Common Areas by any individual who is required to register with the State of Texas as a sex offender but who is not a Sex Offender as defined by this Section.

(e) The Association, its Board of Directors, and the Association's managing agent shall not be responsible for determining the status of any individual who may be a registered sex offender. Each Owner, resident, or guest enters the Common Areas at their own risk and is responsible for any independent determination of an individual's sex offender status for which they have concerns. The Board of Directors, at its sole discretion, may, but is not obligated to, provide Owners and residents with notice that an individual who is required to register with the State of Texas as a sex offender is known to reside within Grand Peninsula. This Section 31 does not alter or amend the provisions of Article IV, Section 9 of this Declaration entitled "Security".

(f) Pursuant to Section 28 of Article XII of this Declaration, which is entitled "Laws and Ordinances," this Section 31 and any rules that may be adopted by the Board of Directors pursuant to this Section are in addition to any restrictions or limitations on registered sex offenders imposed by law, statute, rule and/or ordinance of the local, state, or federal government that may be applicable to the Grand Peninsula Properties. The limitations or requirements that are the more restrictive shall apply, whether it be as set forth in this Declaration or in rules adopted by the Board or as set forth in the law, statute, rule and/or ordinance of the local, state, or federal government. By way of example, any such law, statute, and/or ordinance that is applicable to the Grand Peninsula Properties and which applies to an individual classified as a sex offender under a broader definition than the definition cited in Subsection (a) above, shall also apply. The Association's Board of Directors and management staff, however, shall have no obligation to determine the application of, or take action to enforce, any such law, statute, rule or ordinance. Pursuant to Section 28, any violation of such law, statute, rule or ordinance may be considered a violation of this Declaration.

(g) This Section 31 shall apply to all Owners and residents as of the date of its adoption and shall supplement other restrictions set forth in the Declaration concerning the use and occupancy of the Properties and Common Areas.

The restriction against a Sex Offender residing in the Grand Peninsula community does not apply to any such individual who resides in the community at the time of adoption of this Section. Any such existing resident who is not an Owner of record of the property occupied, however, shall be required to terminate his/her residency within twelve (12) calendar months of the date of adoption of this restriction, unless otherwise approved in writing by the Board of Directors.

Any Owner or resident who meets this Section's definition of Sex Offender and who resides in Grand Peninsula at the time of adoption of this Section shall comply with the restrictions against the use of the Common Areas set forth herein.

(h) If an individual's registration as a sex offender is either available through public access information sources, is known to the Owner or resident, or is provided as notice to the Owner or resident by the Association, then any Owner or resident who sells, leases, or otherwise allows a Sex Offender to reside within the Grand Peninsula Properties or otherwise violates the provisions of this Section 31 shall be in violation of the Declaration, and the Board of Directors shall have the authority to initiate any and all enforcement actions authorized by the Declaration, to include pursuing legal proceedings on behalf of the Association to void the transfer of title to the Unit, to void or terminate the lease or rental agreement, to seek eviction, and/or to seek any other appropriate relief from the courts. If the Association prevails in such action, the party against whom the action was taken shall be responsible for reimbursing the Association for all legal fees and expenses incurred in the matter, with the amount of such legal fees and expenses being subject to the Association's lien rights against the Unit as an amount owed to the Association.

(i) Pursuant to Article XII, Section 3 and Article XVI, Section 8 of the Declaration, each Owner shall be responsible for ensuring compliance with this Section 31, to include compliance by all occupants, tenants, agents and/or representatives of the Owner. An Owner's use of a leasing agent or management agent shall not relieve the Owner of responsibility for compliance with this Section and compliance with other provisions of the Association's governing documents.

(j) If an Owner or resident is a registered sex offender in Texas or elsewhere, and is not certain if he/she is subject to this Section 31, it shall be the responsibility of the registered sex offender and the Unit Owner (if not the same) to contact the Board of Directors for a determination of whether this Section applies. Without acceptable documentation provided by the registered sex offender proving otherwise, any question about a registered sex offender's status shall be determined by the Board of Directors, whose decision shall be binding. Any Owner or individual who believes that the Association is improperly enforcing this Section against them shall have the right to

request a hearing with the Board of Directors to discuss the relevant facts.

(k) The Association, its Board of Directors, and the Association's managing agent shall not be liable for any failure to enforce this Section 31.

6. Except as modified herein, the Declaration, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officer hereby certifies that the foregoing amendments were approved by the requisite number of Voting Members of the Association in accordance with the Article XVI of the Declaration.

GRAND PENINSULA OWNERS ASSOCIATION, INC.
a Texas non-profit corporation

By: Christina Kang
Its: Christina Kang, President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Christina Kang, President of Grand Peninsula Owners Association, Inc., known to 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, in the capacity therein stated and on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 21st day of April, ~~2010~~.2011 (CCK)

CARLOS E. RAMIREZ
My Commission Expires
June 28, 2014

Carlos Ramirez
Notary Public in and for the State of Texas

My Commission Expires: 6/28/14

PUD.AMD\GrandPeninsula.Third.12xx10

AFTER RECORDING RETURN TO:

Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

D215078992 4/17/2015 4:56 PM PGS 4 Fee: $28.00 Submitter: XEROX COMMERCIAL SOLUTIONS
Electronically Recorded by Tarrant County Clerk in Official Public Records Mary Louise Garcia Mary Louise Garcia

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRAND PENINSULA OWNERS ASSOCIATION, INC.

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

This FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRAND PENINSULA OWNERS ASSOCIATION, INC. (this "Fourth Amendment") is adopted by the GRAND PENINSULA OWNERS ASSOCIATION, INC., a Texas non-profit corporation ("Association"), as of the 18th day of February, 2015.

W I T N E S S E T H:

WHEREAS, W/J Grand Peninsula, L.P., (the "Original Declarant") prepared an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc.," dated April 1, 2002, and recorded on June 12, 2002, at Volume 15742, Page 0004-0001 *et seq.* of the Real Property Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, the Declaration was subsequently supplemented by multiple Supplemental Declarations recorded in the Real Property Records of Tarrant County, Texas, by which the Original Declarant and/or its successor entity, W/J Peninsula Development, L.P., added additional properties to the Declaration; and

WHEREAS, W/J Peninsula Development, L.P., prepared an instrument entitled "First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," dated October 10, 2005, and recorded on November 2, 2005, as Clerk's Instrument No. D205327278 of the Real Property Records of Tarrant County, Texas (the "First Amendment"); and

WHEREAS, W/J Peninsula Development, L.P., prepared an instrument entitled "Termination of Class 'B' Membership," dated October 12, 2005, and recorded on November 2, 2005, as Clerk's Instrument No. D205327279 of the Real Property Records of Tarrant County, Texas, by which Instrument the Declarant served notice of the termination of the Declarant's control of the Association; and

WHEREAS, Article XVI, Section 2(b) of the Declaration provides that, after termination of the Declarant's control of the Association, the Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of Voting Members representing sixty-seven percent (67%) of the total votes in the Association; and

WHEREAS, the Association's Voting Members approved an instrument entitled "Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," dated July 23, 2009, and recorded on September 25, 2009, as Clerk's Instrument No. D209256122 of the Real Property Records of Tarrant County, Texas (the "Second Amendment"); and

WHEREAS, the Association's Voting Members approved an instrument entitled "Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," dated November 18, 2010, and recorded on April 26, 2011, as Clerk's Instrument No. D211097632 of the Real Property Records of Tarrant County, Texas (the "Third Amendment"); and

WHEREAS, the requisite percentage of Voting Members have affirmatively approved this Fourth Amendment to the Declaration as set forth herein.

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

1. Article X of the Declaration, entitled "Assessments," is amended by deleting Section 12 and Section 13 in their entirety and replacing each with the following:

Section 12. Operating Fund Capitalization Fee

Upon acquisition of record title to a Unit by a new Owner, a contribution for an Operating Fund Capitalization Fee shall be made by or on behalf of the purchaser to the working capital of the Association as follows:

a. by the first Owner of the Unit (other than the Declarant or a Builder) in an amount equal to two hundred fifty dollars ($250.00);

b. by a new Owner who purchases a Unit by resale from another Owner (other than the Declarant or a Builder) in an amount equal to one hundred fifty dollars ($150.00).

This amount shall be in addition to, not in lieu of, the annual Admin Assessment or Base Assessment levied on the Unit and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the By-Laws.

Section 13. Reserve Fund Capitalization Fee

Upon acquisition of record title to a Unit by a new Owner, a contribution for a Reserve Fund Capitalization Fee shall be made by or on behalf of the purchaser to the Reserve Fund as follows:

a. by the first Owner of the Unit (other than the Declarant or a Builder) in an amount equal to two hundred fifty dollars ($250.00);

b. by a new Owner who purchases a Unit by resale from another Owner (other than the Declarant or a Builder) in an amount equal to one hundred dollars ($100.00).

This amount shall be in addition to, not in lieu of, the annual Admin Assessment or Base Assessment levied on the Unit and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for deposit to the Reserve Fund of the Association pursuant to the terms of this Declaration and the By-Laws.

2. Except as modified herein, the Declaration, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officer hereby certifies that the foregoing amendments were approved by the requisite number of Voting Members of the Association in accordance with the Article XVI of the Declaration.

GRAND PENINSULA OWNERS ASSOCIATION, INC.
a Texas non-profit corporation

By: Petra Ratliff
Its: Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Petra Ratliff, Secretary of Grand Peninsula Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 7th day of April, 2015.

ANGIE BLANCO
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-16-16

Angie Blanco
Notary Public in and for the State of Texas
My Commission Expires: 03/16/2016

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

D217010228 1/17/2017 9:34 AM PGS 3 Fee: $24.00 Submitter: SIMPLIFILE
Electronically Recorded by Tarrant County Clerk in Official Public Records Mary Louise Garcia Mary Louise Garcia

FIFTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRAND PENINSULA OWNERS ASSOCIATION, INC.

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

This FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRAND PENINSULA OWNERS ASSOCIATION, INC. (this "Fifth Amendment") is adopted by the GRAND PENINSULA OWNERS ASSOCIATION, INC., a Texas nonprofit corporation ("Association"), as of the 30th day of November, 2016.

WITNESSETH:

WHEREAS, W/J Grand Peninsula, L.P., (the "Original Declarant") prepared an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc.," dated April 1, 2002, and recorded on June 12, 2002, at Volume 15742, Page 0004-0001 *et seq.* of the Real Property Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, the Declaration was subsequently supplemented by multiple Supplemental Declarations recorded in the Real Property Records of Tarrant County, Texas, by which the Original Declarant and/or its successor entity, W/J Peninsula Development, L.P., added additional properties to the Declaration; and

WHEREAS, W/J Peninsula Development, L.P., prepared an instrument entitled "First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," dated October 10, 2005, and recorded on November 2, 2005, as Clerk's Instrument No. D205327278 of the Real Property Records of Tarrant County, Texas (the "First Amendment"); and

WHEREAS, W/J Peninsula Development, L.P., prepared an instrument entitled "Termination of Class 'B' Membership," dated October 12, 2005, and recorded on November 2, 2005, as Clerk's Instrument No. D205327279 of the Real Property Records of Tarrant County, Texas, by which Instrument the Declarant served notice of the termination of the Declarant's control of the Association; and

WHEREAS, Article XVI, Section 2(b) of the Declaration provides that, after termination of the Declarant's control of the Association, the Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of Voting Members representing sixty-seven percent (67%) of the total votes in the Association; and

WHEREAS, the Association's Voting Members approved an instrument entitled "Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," dated July 23, 2009, and recorded on September 25, 2009, as Clerk's Instrument No. D209256122 of the Real Property Records of Tarrant County, Texas (the "Second Amendment"); and

WHEREAS, the Association's Voting Members approved an instrument entitled "Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," dated November 18, 2010, and recorded on April 26, 2011, as Clerk's Instrument No. D211097632 of the Real Property Records of Tarrant County, Texas (the "Third Amendment"); and

WHEREAS, the Association's Voting Members approved an instrument entitled "Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," dated February 18, 2015, and recorded on April 17, 2015, as Clerk's Instrument No. D215078992 of the Real Property Records of Tarrant County, Texas (the "Fourth Amendment"); and

WHEREAS, the requisite percentage of Voting Members have affirmatively approved this Fifth Amendment to the Declaration as set forth herein.

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

1. Article XII of the Declaration, entitled "Use Restrictions," is amended by deleting Subsection (a) of Section 15 in its entirety and replacing it with the following:

Section 15. Landscaping

(a) Each Unit (lot) shall have installed at the time of receipt of a certificate of occupancy from the City or such other appropriate governmental organization for any dwelling built on the Unit, the following minimum landscaping:

(i) A minimum of two (2) trees in the property boundaries a minimum size of three inches (3") in caliper measured twelve inches (12") above the ground. At least one (1) of the trees must be in the front yard. New tree plantings must be on the current recommended tree list from the City of Grand Prairie, unless otherwise approved by the Modifications Committee. Existing trees shall be grandfathered in.

(ii) A sufficient number of plants of one gallon in size or larger planted in front of the residence so that the foundation of the residence is not visible from the street. New plantings must come from the current recommended shrub list from the City of Grand Prairie, unless otherwise approved by the Modifications Committee. Existing shrubs shall be grandfathered in.

(iii) Front yards and yards adjacent to a street shall be covered with either sod, ground cover, or other landscape material, as approved by the Modifications Committee.

(iv) Any hardscape changes to front yards or side yards adjacent to a street must have written approval of the Modifications Committee.

2. Section 15(b) and Section 15(c) are not amended by this Fifth Amendment and shall remain in full force and effect.

3. Except as modified herein, the Declaration, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officer hereby certifies that the foregoing amendment was approved by the requisite number of Voting Members of the Association in accordance with the Article XVI of the Declaration and shall be effective as of the date this Fifth Amendment is recorded in the Real Property Records of Tarrant County, Texas.

GRAND PENINSULA OWNERS ASSOCIATION, INC.
a Texas nonprofit corporation

By: Nicole Ringwald-Smith
Its: Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Nicole Ringwald-Smith Secretary of Grand Peninsula Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 19th day of December, 2016.

Alice M. McKee
Notary Public in and for the State of Texas
My Commission Expires: 01-08-2020

ALICE M. MCKEE
Notary Public, State of Texas
Comm. Expires 01-08-2020
Notary ID 128796392

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

D217277289 12/1/2017 10:47 AM PGS 6 Fee: $36.00 Submitter: SIMPLIFILE
Electronically Recorded by Tarrant County Clerk in Official Public Records Mary Louise Garcia

SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRAND PENINSULA OWNERS ASSOCIATION, INC.

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

This SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRAND PENINSULA OWNERS ASSOCIATION, INC. (this "Sixth Amendment") is adopted by the GRAND PENINSULA OWNERS ASSOCIATION, INC., a Texas nonprofit corporation ("Association"), as of the 15th day of November, 2017.

W I T N E S S E T H:

WHEREAS, W/J Grand Peninsula, L.P., (the "Original Declarant") prepared an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc.," dated April 1, 2002, and recorded on June 12, 2002, at Volume 15742, Page 0004-0001 *et seq.* of the Real Property Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, the Declaration was subsequently supplemented by multiple Supplemental Declarations recorded in the Real Property Records of Tarrant County, Texas, by which the Original Declarant and/or its successor entity, W/J Peninsula Development, L.P., added additional properties to the Declaration; and

WHEREAS, W/J Peninsula Development, L.P., prepared an instrument entitled "First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," dated October 10, 2005, and recorded on November 2, 2005, as Clerk's Instrument No. D205327278 of the Real Property Records of Tarrant County, Texas (the "First Amendment"); and

WHEREAS, W/J Peninsula Development, L.P., prepared an instrument entitled "Termination of Class 'B' Membership," dated October 12, 2005, and recorded on November 2, 2005, as Clerk's Instrument No. D205327279 of the Real Property Records of Tarrant County, Texas, by which Instrument the Declarant served notice of the termination of the Declarant's control of the Association; and

WHEREAS, Article XVI, Section 2(b) of the Declaration provides that, after termination of the Declarant's control of the Association, the Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of Voting Members representing sixty-seven percent (67%) of the total votes in the Association; and

WHEREAS, the Association's Voting Members approved an instrument entitled "Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," dated July 23, 2009, and recorded on September 25, 2009, as Clerk's Instrument No. D209256122 of the Real Property Records of Tarrant County, Texas (the "Second Amendment"); and

WHEREAS, the Association's Voting Members approved an instrument entitled "Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," dated November 18, 2010, and recorded on April 26, 2011, as Clerk's Instrument No. D211097632 of the Real Property Records of Tarrant County, Texas (the "Third Amendment"); and

WHEREAS, the Association's Voting Members approved an instrument entitled "Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," dated February 18, 2015, and recorded on April 17, 2015, as Clerk's Instrument No. D215078992 of the Real Property Records of Tarrant County, Texas (the "Fourth Amendment"); and

WHEREAS, the Association's Voting Members approved an instrument entitled "Fifth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," adopted November 30, 2016 and recorded January 17, 2017 as Clerk's Instrument No. D217010228 of the Real Property Records of Tarrant County, Texas (the "Fifth Amendment"); and

WHEREAS, the requisite percentage of Voting Members have affirmatively approved this Sixth Amendment to the Declaration as set forth herein.

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

1. Article XI of the Declaration, entitled "Architectural Standards," is amended by deleting Article XI in its entirety and replacing it with the following:

Article XI
ARCHITECTURAL STANDARDS

Section 1. General. No structure shall be placed, erected, or installed upon any Unit, and no construction or modification (which shall include staking, clearing, excavation, grading and other site work, exterior alteration or modification of existing improvements, and plantings or removal of plants, trees, or shrubs other than as may be permitted in Article XII, Section 15) shall take place except in strict compliance with this Article, until the requirements below have been fully met, and written approval of the Modifications Committee has been obtained pursuant to Section 2 below. No permission or approval shall be required to repaint in accordance with the originally approved color scheme, or to rebuild in accordance with the originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired. However,

modifications or alterations to the interior of screened porches, patios, and similar portions of a Unit visible from outside the Unit shall be subject to approval.

All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect or professional building designer.

This Article shall not apply to construction or improvements or modifications to the Common Area or Detention Basins by or on behalf of the Association.

Section 2. Architectural Review. Responsibility for administration of the Design Review Guidelines, as defined below, and review of all applications for construction and modifications under this Article shall be handled by the Modifications Committee, as described below.

The Association, acting by and through the Board of Directors, shall establish a Modifications Committee (MC) to consist of at least three and no more than five persons, all of whom shall be appointed by, and shall serve at the discretion of, the Board of Directors. The members of the MC shall be Members of the Association and may, but need not, include architects, engineers or similar professionals. The MC shall have jurisdiction over modifications, additions, or alterations made to existing structures on Units or structures containing Units and the open space, if any, appurtenant thereto. The responsibilities and role of the MC include those of the New Construction Committee (NCC) that existed prior to the adoption of this amended Article XI, to include jurisdiction over any new construction that may be required as a result of the destruction of an existing dwelling.

Section 3. Guidelines and Procedures.

(a) Design Review Guidelines. The MC may adopt and amend Design Review Guidelines without the consent of the Voting Members or Owners, but subject to the approval of the Board of Directors. The Design Review Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another depending upon the location, unique characteristics, and intended use thereof. The Design Review Guidelines shall be available to Owners, and shall be recorded in the Real Property Records of Tarrant County, Texas, in which event the recorded version, as it may be amended from time to time by the MC with approval of the Board of Directors, shall control in the event of any dispute as to which version of the Design Review Guidelines was in effect at any particular time.

Any amendments to the Design Review Guidelines adopted from time to time in accordance with this Section shall apply to construction and modifications commenced after the date of such amendment only, and shall not apply to require modifications to or removal of structures previously approved by the MC (or by the previously existing New Construction Committee) once the approved construction or modification has commenced.

The MC may promulgate detailed application and review procedures and design standards governing its area of responsibility and practice. Any such standards shall be consistent with those set forth in the Design Review Guidelines and shall be subject to review and approval or disapproval by the Board of Directors.

(b) Applicant's Plans and Specifications. Plans and specifications showing the nature, kind, shape, color, size, materials and location of all proposed construction and modifications shall be submitted to the MC for review and approval (or disapproval). In reviewing each submission, the MC may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. While the MC may also consider such factors as conformity to master drainage plans, the MC shall not be required to review drainage plans and neither the Association nor the MC assume any responsibility for ensuring compliance with any master drainage plan, which responsibility shall be solely with the applicant.

In the event the MC fails to approve or disapprove any application within thirty (30) days after submission of all information and materials reasonably requested from the applicant, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted, pursuant to the foregoing, shall be inconsistent with the Design Review Guidelines unless a variance has been granted in writing by the MC pursuant to Section 5 below.

Section 4. No Waiver of Future Approvals. The approval of the MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the MC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters subsequently or additionally submitted for approval or consent.

Section 5. Variance. The MC, subject to the approval of the Board of Directors, may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to the restrictions set forth in this Declaration; or (c) stop the MC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship requiring a variance.

Section 6. Appeal of Denied Application. If the MC denies the Owner's application, the Owner may request a hearing with the Board of Directors to appeal the MC's decision. To exercise the right to an appeal, the Owner must submit a written request to be received by the Board within ten (10) days after the date of the MC's written notice to the Owner informing the Owner that the application is denied. If the applicant timely requests a hearing under this Section,

the hearing before the Board shall be held at a meeting of, or at the same time as a meeting of, the Board of Directors with notice provided to the Association Members of the date, time, and location of the appeal hearing and with the hearing to be conducted in closed executive session. The Board, at its discretion, may consult the MC regarding the Owner's appeal before rendering a decision.

Section 7. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the MC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, appropriateness or effectiveness of drainage or compliance with any master drainage plan, nor for ensuring compliance with building codes and other governmental requirements. Neither the Association, the Board of Directors, the MC, nor a member of any of the foregoing shall be responsible, nor held liable, for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Unit or for the performance or non-performance of any of the provisions of this Article Xl.

Section 8. Enforcement. Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board of Directors, Owners shall, at their own cost and expense, remove such construction, alteration, or other work or bring it into compliance. Should an Owner fail to remove or correct as required hereunder, the Board or its designees shall have the right to enter the property, remove or cure the violation, in addition to other enforcement action authorized by the governing documents. All costs (including, without limitation, attorney's fees), together with the interest at the maximum rate then allowed by law, may be assessed against the benefited Unit and collected as a Special Assessment pursuant to Article X, Section 7(b) hereof.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who falls to comply with the terms and provisions of this Article and the Design Review Guidelines may be excluded by the Board from the Properties, subject to the notice and hearing procedures, contained in the By-Laws. In such event, neither the Association, its officers, nor directors shall be held liable to any Person for exercising the rights granted by this paragraph.

In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Association, to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the MC and the prior decisions of the previously existing New Construction Committee.

3. Except as modified herein, the Declaration, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officer hereby certifies that the foregoing amendment was approved by the requisite number of Voting Members of the Association in accordance with Article XVI of the Declaration and shall be effective as of the date this Sixth Amendment is recorded in the Real Property Records of Tarrant County, Texas.

GRAND PENINSULA OWNERS ASSOCIATION, INC.
a Texas nonprofit corporation

By: Nicole Ringwald Smith
Its: Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Nicole Ringwald Smith Secretary of Grand Peninsula Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 29th day of November, 2017.

Alice M. McKee
Notary Public in and for the State of Texas
My Commission Expires: 01-08-2020

ALICE M. MCKEE
Notary Public, State of Texas
Comm. Expires 01-08-2020
Notary ID 128796392

D218278115 12/20/2018 1:42 PM PG 4 Fee: $28.00 Submitter: SIMPLIFILE
Electronically Recorded by Tarrant County Clerk in Official Public Records Mary Louise Garcia

SEVENTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR GRAND PENINSULA OWNERS ASSOCIATION, INC.

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

This SEVENTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRAND PENINSULA OWNERS ASSOCIATION, INC. (this "Seventh Amendment") is adopted by the GRAND PENINSULA OWNERS ASSOCIATION, INC., a Texas nonprofit corporation ("Association"), as of the 30th day of November, 2018.

W I T N E S S E T H:

WHEREAS, W/J Grand Peninsula, L.P., (the "Original Declarant") prepared an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc.," dated April 1, 2002, and recorded on June 12, 2002, at Volume 15742, Page 0004-0001 *et seq.* of the Real Property Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, the Declaration was subsequently supplemented by multiple Supplemental Declarations recorded in the Real Property Records of Tarrant County, Texas, by which the Original Declarant and/or its successor entity, W/J Peninsula Development, L.P., added additional properties to the Declaration; and

WHEREAS, W/J Peninsula Development, L.P., prepared an instrument entitled "First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," dated October 10, 2005, and recorded on November 2, 2005, as Clerk's Instrument No. D205327278 of the Real Property Records of Tarrant County, Texas (the "First Amendment"); and

WHEREAS, W/J Peninsula Development, L.P., prepared an instrument entitled "Termination of Class 'B' Membership," dated October 12, 2005, and recorded on November 2, 2005, as Clerk's Instrument No. D205327279 of the Real Property Records of Tarrant County, Texas, by which Instrument the Declarant served notice of the termination of the Declarant's control of the Association; and

WHEREAS, Article XVI, Section 2(b) of the Declaration provides that, after termination of the Declarant's control of the Association, the Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of Voting Members representing sixty-seven percent (67%) of the total votes in the Association; and

WHEREAS, the Association's Voting Members approved an instrument entitled "Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," dated July 23, 2009, and recorded on September 25, 2009, as Clerk's Instrument No. D209256122 of the Real Property Records of Tarrant County, Texas (the "Second Amendment"); and

WHEREAS, the Association's Voting Members approved an instrument entitled "Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," dated November 18, 2010, and recorded on April 26, 2011, as Clerk's Instrument No. D211097632 of the Real Property Records of Tarrant County, Texas (the "Third Amendment"); and

WHEREAS, the Association's Voting Members approved an instrument entitled "Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," dated February 18, 2015, and recorded on April 17, 2015, as Clerk's Instrument No. D215078992 of the Real Property Records of Tarrant County, Texas (the "Fourth Amendment"); and

WHEREAS, the Association's Voting Members approved an instrument entitled "Fifth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," adopted November 30, 2016 and recorded January 17, 2017 as Clerk's Instrument No. D217010228 of the Real Property Records of Tarrant County, Texas (the "Fifth Amendment"); and

WHEREAS, the Association's Voting Members approved an instrument entitled "Sixth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," adopted November 15, 2017 and recorded December 1, 2017 as Clerk's Instrument No. D217277289 of the Real Property Records of Tarrant County, Texas (the "Sixth Amendment"); and

WHEREAS, the requisite percentage of Voting Members have affirmatively approved this Seventh Amendment to the Declaration as set forth herein.

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

1. Article XII of the Declaration, entitled "Use Restrictions," is amended by deleting Section 25 in its entirety and replacing it with the following:

Section 25 Business Use. No business, trade, garage sale, moving sale, rummage sale, or similar activity may be conducted in or from any Unit, except as follows: (i) garage sales, moving sales, rummage sales, or similar activity may be conducted on neighborhood garage sale dates approved in advance by the Association Board of Directors, and (ii) an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties;

(c) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

Notwithstanding the above, the leasing of a Unit shall not be considered a business or trade within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Properties or its use of any Units which it owns within the Properties.

3. Except as modified herein, the Declaration, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officer hereby certifies that the foregoing amendment was approved by the requisite number of Voting Members of the Association in accordance with Article XVI of the Declaration and shall be effective as of the date this Seventh Amendment is recorded in the Real Property Records of Tarrant County, Texas.

GRAND PENINSULA OWNERS ASSOCIATION, INC.
a Texas nonprofit corporation

By: _____
Its: ~~Secretary~~ PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Lyle Gensler, ~~Secretary~~ PRESIDENT of Grand Peninsula Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 14th day of December, 2018.

ALICE M. MCKEE
Notary Public, State of Texas
Comm. Expires 01-08-2020
Notary ID 128796392

Alice M. McKee
Notary Public in and for the State of Texas
My Commission Expires: 01-08-2020

CONDO 200600025837
4 PGS

Dallas

FILED
TARRANT COUNTY TEXAS
2005 DEC 20 PM 1:08
SUZANNE HENDERSON
COUNTY CLERK
BY

12-20-05 Dr rax

SUPPLEMENTAL DECLARATION
FOR
GRAND PENINSULA OWNERS ASSOCIATION, INC.

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

THIS SUPPLEMENTAL DECLARATION FOR GRAND PENINSULA OWNERS ASSOCIATION, INC. (this "Supplemental Declaration") is made on the date hereinafter set forth by W/J PENINSULA DEVELOPMENT, L.P., a Texas limited partnership (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant prepared and filed an instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," dated April 1, 2002, at Volume 15742, Page 0004-0001 *et seq* of the Deed Records of Tarrant County, Texas, and indexed as Instrument No. D202160504 (the "Declaration"); and

WHEREAS, Article III, Section 4(c) of the Declaration authorizes Declarant, before expiration of the Class "B" membership control period, to establish Voting Groups for election of directors to the Board of Directors of the Association; and

WHEREAS, the Class "B" membership control period has not yet terminated; and

WHEREAS, pursuant to Article III, Section 4(c) of the Declaration, Declarant desires to establish Voting Groups as described in Exhibit "A" hereof and incorporated herein by reference.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby supplements the Declaration by establishing the Voting Groups described in Exhibit "A" hereof.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the 12 day of December, 2005.

DECLARANT: W/J PENINSULA DEVELOPMENT, LP,
a Texas limited partnership

By: W/J PENINSULA MANAGEMENT, LLC, a Texas limited liability corporation, its general partner

By: HG Murray

Title: VP

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared Frank Murphy Vice President of W/J Peninsula Management, LLC, a Texas limited liability corporation, general partner of W/J Peninsula Development, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of December, 2005.

MELISSA A. BURKE
Notary Public, State of Texas
My Commission Expires
December 09, 2007

Melissa A. Burke
Notary Public in and for
the State of Texas

G:\SUPPLEMENT\GrandPeninsulVotingGrps.doc

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Blvd., Suite 1050
Dallas, Texas 75219

EXHIBIT "A"

Voting Groups
of
Grand Peninsula Owners Association, Inc.

The Lakeside Neighborhood Voting Group -- 96 Units comprised of:

Phase 1:	Block A	Lots 2 - 7; Lots 33 - 52
	Block B	Lots 1; Lots 19 - 32
	Block C	Lots 1 - 5
	Block D	Lots 1 - 8
Phase 2:	Block A	Lots 8 - 32
	Block B	Lots 2 - 18

The Harbour & Landing Neighborhoods Voting Group -- 248 Units comprised of:

The Landing Phase 1:	Block E	Lots 1 - 39
	Block F	Lots 1 - 4; Lots 6 - 25
	Block G	Lots 1 - 19
	Block H	Lots 1 - 20
	Block I	Lots 1 - 14
	Block J	Lots 1 - 17
The Landing Phase 2:	Block A	Lots 1 - 3
Harbour Phase 1:	Block Q	Lots 14 - 29
	Block R	Lots 1 - 16
	Block S	Lots 1 - 2
	Block U	Lots 3 - 8
Harbour Phase 2:	Block R	Lots 17 - 32
	Block S	Lots 3 - 11
	Block T	Lots 1 - 16
	Block U	Lots 9 - 10
	Block V	Lots 1 - 14
	Block W	Lots 1 - 15

The Cove Neighborhood Voting Group – 154 Units comprised of:

Block A	Lots 1 - 11
Block B	Lots 1 - 17
Block C	Lots 18 - 36
Block D	Lots 1 - 20
Block E	Lots 1 - 29
Block F	Lots 1 – 35
Block G	Lots 1 - 17
Block I	Lots 2 - 7

(continued next page)

The Coast Neighborhood Voting Group -- 137 Units comprise of:

Block B	Lots 1 - 14
Block C	Lots 1 - 17
Block D	Lots 1 - 35
Block E	Lots 1 - 22
Block F	Lots 1 - 28
Block G	Lots 1 - 16
Block H	Lots 1 - 5

The Bluffs Neighborhood Voting Group – 88 Units comprise of:

Block A	Lots 1 - 29
Block B	Lots 1 - 19
Block C	Lots 1 - 10
Block D	Lots 1 - 17
Block E	Lots 1 - 5
Block F	Lots 1 - 8

The Shores Neighborhood Voting Group – 105 Units comprise of:

Block K	Lots 1 - 28
Block L	Lots 1 - 22
Block M	Lots 1 - 7; Lots 9 - 15
Block N	Lots 1 - 12
Block O	Lots 1 - 14
Block Q	Lots 1 - 13
Block U	Lots 1 - 2

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Cynthia Figueroa Calhoun

Cynthia Figueroa Calhoun, County Clerk
Dallas County TEXAS
January 24, 2006 09:58:28 AM
FEE: $28.00 200600025837

RIDDLE & WILLIAMS PC
3811 TURTLE CREEK BLVD SUITE 1050

DALLAS TX 75219

Submitter: W/J PENINSULA DEVELOPMENT LP

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: 12/20/2005 01:10 PM
Instrument #: D205378938
OPR 5 PGS $28.00

D205378938

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
FOR
GRAND PENINSULA OWNERS ASSOCIATION, INC.

THE BLUFFS AT GRAND PENINSULA

Phase 1?

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

THIS SUPPLEMENTAL DECLARATION FOR GRAND PENINSULA OWNERS ASSOCIATION, INC. (this "Supplemental Declaration") is made on the date hereinafter set forth by W/J GRAND PENINSULA, L.P., a Texas limited partnership (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant prepared and filed an instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc." dated April 1, 2002, at Volume 15742, Page 0004 *et seq* of the Deed Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, the Declaration has been heretofore supplemented by Supplemental Declarations; and

WHEREAS, Article IX, Section 1 of the Declaration authorizes Declarant to annex additional property described in Exhibit "B" to the Declaration and to subject such additional property to the covenants, conditions, restrictions, easements, terms, provisions and jurisdiction of the Association; and

WHEREAS, Declarant is the owner of the property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Additional Property"), such Additional Property being a portion of the property described in Exhibit "B" to the Declaration; and

WHEREAS, Declarant desires to annex the Additional Property and subject it to the terms, covenants, conditions, easements and restrictions of the Declaration and to the jurisdiction of the Association as evidenced by its signature hereinbelow; and

WHEREAS, pursuant to Article III, Section 4(a) of the Declaration, the Additional Property is assigned to the specific Neighborhood entitled or named The BLUFFS at Grand Peninsula.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the property described in Exhibit "A" hereof to the provisions of the Declaration. The Additional Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such Additional Property and shall be binding upon

7-14-04
Tarrant

all persons having any right, title or any interest in the Additional Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the 8th day of July, 2004.

DECLARANT: W/J GRAND PENINSULA, LP,
a Texas limited partnership

By: Peninsula GP, LP, a Texas limited partnership, its general partner

By: W/J GP, LLC, a Texas limited liability corporation, its general partner

By: _____
Frank Murphy

Title: Sr. Vice President

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 8th day of July, 2004, by Frank Murphy, Sr. Vice President, of W/J GP, LLC, a Texas limited liability company on behalf of Peninsula GP, LP, a Texas limited partnership on behalf of W/J Grand Peninsula LP, a Texas limited partnership.

_____
Notary Public, State of Texas
Notary's printed name:
Christine B. Braun

My commission expires:

3-5-2008

CHRISTINE B. BRAUN
Notary Public, State of Texas
My Commission Expires
March 05, 2008

AFTER RECORDING RETURN TO:
Grand Peninsula Owners Association, Inc.
c/o Frank Murphy
600 North Pearl, Suite 650, LB 149
Dallas, Texas 75201

Unofficial Document

Unofficial Document

EXHIBIT "A"

Additional Property

Lots 1 through 29, Block A; Lot 1a, Block A; Lots 1 through 19, Block B; Lot 1b, Block B; Lots 1 through 10, Block C; Lots 1 through 17, Block D; Lots 1 through 5, Block E; Lots 1 through 8, Block F; as shown on that certain Final Plat of The Bluffs at Grand Peninsula, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the Boalis Estes Survey, Abstract No. 493, Robert Crawford Survey, Abstract No. 263; and the James Estes Survey, Abstract No. 488, recorded in Cabinet A, Slide 9397 & 9398 of the Deed Records, Tarrant County, Texas.

The Bluffs Neighborhood

Lots 1 through 29, Block A
Common Area Lot 1a, Block A
Lots 1 through 19, Block B
Common Area Lot 1b, Block B
Lots 1 through 10, Block C
Lots 1 through 17, Block D
Lots 1 through 5, Block E
Lots 1 through 8, Block F

GRAND PENINSULA OWNERS ASSOC INC
C/O FRANK MURPHY
600 N PEARL # 656 LB 149
DALLAS TX 75201

Submitter: WJ GRAND PENINSULA LP

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: 07/14/2004 03:58 PM
Instrument #: D204219867
WD 4 PGS $16.00

By: _____

D204219867

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

UNOFFICIAL DOCUMENT

SUPPLEMENTAL DECLARATION
FOR
GRAND PENINSULA OWNERS ASSOCIATION, INC.

THE BLUFFS AT GRAND PENINSULA PHASE 2

FILED
TARRANT COUNTY, TEXAS
2005 DEC 27 PM 1:24
SUZANNE HENDERSON
COUNTY CLERK
BY

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

THIS SUPPLEMENTAL DECLARATION FOR GRAND PENINSULA OWNERS ASSOCIATION, INC. (this "Supplemental Declaration") is made on the date hereinafter set forth by W/J PENINSULA DEVELOPMENT, L.P., a Texas limited partnership (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant prepared and filed an instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc." dated April 1, 2002, at Volume 15742, Page 0004 *et seq* of the Deed Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, the Declaration has been heretofore supplemented by Supplemental Declarations; and

WHEREAS, Article IX, Section 1 of the Declaration authorizes Declarant to annex additional property described in Exhibit "B" to the Declaration and to subject such additional property to the covenants, conditions, restrictions, easements, terms, provisions and jurisdiction of the Association; and

WHEREAS, Declarant is the owner of the property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Additional Property"), such Additional Property being a portion of the property described in Exhibit "B" to the Declaration; and

WHEREAS, Declarant desires to annex the Additional Property and subject it to the terms, covenants, conditions, easements and restrictions of the Declaration and to the jurisdiction of the Association as evidenced by its signature hereinbelow; and

WHEREAS, pursuant to Article III, Section 4(a) of the Declaration, the Additional Property is assigned to the specific Neighborhood and Voting Group entitled or named The BLUFFS.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the property described in Exhibit "A" hereof to the provisions of the Declaration. The Additional Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such Additional Property and shall be binding upon

all persons having any right, title or any interest in the Additional Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the 21st day of December, 2005.

DECLARANT: W/J PENINSULA DEVELOPMENT, LP,
a Texas limited partnership

By: W/J Peninsula Management, LLC, a Texas limited liability company, its general partner

By: _____
Frank Murphy

Title: Sr. Vice President

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 21st day of December, 2005, by Frank Murphy, Sr. Vice President, of W/J Peninsula Management, LLC, a Texas limited liability company on behalf of W/J Peninsula Development, LP, a Texas limited partnership.

_____
Notary Public, State of Texas
Notary's printed name:
Christine B. Braun

My commission expires:

3-5-2008

CHRISTINE B. BRAUN
Notary Public, State of Texas
My Commission Expires
March 05, 2008

AFTER RECORDING RETURN TO:
Grand Peninsula Owners Association, Inc.
c/o Frank Murphy
600 North Pearl, Suite 650, LB 149
Dallas, Texas 75201

Unofficial Document

EXHIBIT "A"

Additional Property

Lot 1a, Block A; Lots 30, 31 & 64, Block A; Lots 9 through 17, Block F; Lots 1 through 12, Block G; Lots 1 through 9, Block H; Lot 1H, Block H; Lots 1 through 9, Block I; Lots 1 through 11, Block J, as shown on that certain Final Plat of The Bluffs at Grand Peninsula Phase 2, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the James Estes Survey, Abstract No. 488, recorded in Cabinet A, Slide 10679 & 10680 of the Deed Records, Tarrant County, Texas.

The Bluffs Neighborhood & Voting Group

Common Area Lot 1a, Block A
Lots 30, 31 & 64, Block A
Lots 9 through 17, Block F
Lots 1 through 12, Block G
Lots 1 through 9, Block H
Common Area Lot 1H, Block H
Lots 1 through 9, Block I
Lots 1 through 11, Block J

Unofficial Document

GRAND PENINSULA OWNERS ASSOCIATION II
C/O FRANK MURPHY
600 NORTH PEARL SUITE 650 LB 149
DALLAS TX 75201
Submitter: WJ PENINSULA DEVELOPMENT

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:	12/27/2006 01:23 PM
Instrument #:	D205382817
	OPR 4 PGS $24.00

By: _____

D205382817

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

UNOFFICIAL DOCUMENT

SUPPLEMENTAL DECLARATION
FOR
GRAND PENINSULA OWNERS ASSOCIATION, INC.

THE BLUFFS AT GRAND PENINSULA PHASE 3

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

Filed 7-25-07 Tarrant

THIS SUPPLEMENTAL DECLARATION FOR GRAND PENINSULA OWNERS ASSOCIATION, INC. (this "Supplemental Declaration") is made on the date hereinafter set forth by W/J PENINSULA DEVELOPMENT, L.P., a Texas limited partnership (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant prepared and filed an instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc." dated April 1, 2002, at Volume 15742, Page 0004 *et seq* of the Deed Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, the Declaration has been heretofore supplemented by Supplemental Declarations; and

WHEREAS, Article IX, Section 1 of the Declaration authorizes Declarant to annex additional property described in Exhibit "B" to the Declaration and to subject such additional property to the covenants, conditions, restrictions, easements, terms, provisions and jurisdiction of the Association; and

WHEREAS, Declarant is the owner of the property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Additional Property"), such Additional Property being a portion of the property described in Exhibit "B" to the Declaration; and

WHEREAS, Declarant desires to annex the Additional Property and subject it to the terms, covenants, conditions, easements and restrictions of the Declaration and to the jurisdiction of the Association as evidenced by its signature hereinbelow; and

WHEREAS, pursuant to Article III, Section 4(a) of the Declaration, the Additional Property is assigned to the specific Neighborhood and Voting Group entitled or named The BLUFFS.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the property described in Exhibit "A" hereof to the provisions of the Declaration. The Additional Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such Additional Property and shall be binding upon

UNOFFICIAL DOCUMENT

all persons having any right, title or any interest in the Additional Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the 17th day of July, 2007.

DECLARANT: W/J PENINSULA DEVELOPMENT, LP,
a Texas limited partnership

By: W/J Peninsula Management, LLC,
a Texas limited liability company,
its general partner

By: _____
Frank Murphy

Title: Sr. Vice President

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 17th day of July, 2007, by Frank Murphy, Sr. Vice President, of W/J Peninsula Management, LLC, a Texas limited liability company on behalf of W/J Peninsula Development, LP, a Texas limited partnership.

_____
Notary Public, State of Texas
Notary's printed name:
Christine B. Braun

My commission expires:

3-5-2008

CHRISTINE B. BRAUN
Notary Public, State of Texas
My Commission Expires
March 08, 2008

AFTER RECORDING RETURN TO:
Grand Peninsula Owners Association, Inc.
c/o Frank Murphy
600 North Pearl, Suite 650, LB 149
Dallas, Texas 75201

Unofficial Document

Unofficial Document

EXHIBIT "A"

Additional Property

Lot 35a, Block A; Lot 40a, Block A; Lot 64a, Block A; Lots 32 through 63, Block A; Lots 12 through 25, Block J; Lot 8a, Block K; Lots 1 through 15, Block K; as shown on that certain Final Plat of The Bluffs at Grand Peninsula Phase 3, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the James Estes Survey, Abstract No. 488 recorded in Cabinet A, Slide 12039 & 12040 of the Deed Records, Tarrant County, Texas.

The Bluffs Neighborhood & Voting Group

Open Area Lot 35a, Block A
Open Area Lot 40a, Block A
Open Area Lot 64a, Block A
Open Area Lot 8a, Block K
Lots 32 thru 63, Block A
Lots 12 thru 25, Block J
Lots 1 through 15, Block K

GRAND PENINSULA OWNERS ASSOCIATION
C/O FRANK MURPHY
600 NORTH PEAL STE 650 LB 149
DALLAS TX 75201

Submitter: W/J PENINSULA DEVELOPMENT

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:	07/25/2007 12:55 PM		
Instrument #:	D207259242		
	OPR	4 PGS	$24.00

By: _____

D207259242

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.

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(15)

SUPPLEMENTAL DECLARATION
FOR
GRAND PENINSULA OWNERS ASSOCIATION, INC.

THE COAST AT GRAND PENINSULA

Phase 1 ?

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

THIS SUPPLEMENTAL DECLARATION FOR GRAND PENINSULA OWNERS ASSOCIATION, INC. (this "Supplemental Declaration") is made on the date hereinafter set forth by W/J GRAND PENINSULA, L.P., a Texas limited partnership (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant prepared and filed an instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc." dated April 1, 2002, at Volume 15742, Page 0004 *et seq* of the Deed Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, the Declaration has been heretofore supplemented by Supplemental Declarations; and

filed 7-14-04

WHEREAS, Article IX, Section 1 of the Declaration authorizes Declarant to annex additional property described in Exhibit "B" to the Declaration and to subject such additional property to the covenants, conditions, restrictions, easements, terms, provisions and jurisdiction of the Association; and

WHEREAS, Declarant is the owner of the property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Additional Property"), such Additional Property being a portion of the property described in Exhibit "B" to the Declaration; and

WHEREAS, Declarant desires to annex the Additional Property and subject it to the terms, covenants, conditions, easements and restrictions of the Declaration and to the jurisdiction of the Association as evidenced by its signature hereinbelow; and

WHEREAS, pursuant to Article III, Section 4(a) of the Declaration, the Additional Property is assigned to the specific Neighborhood entitled or named The Coast at Grand Peninsula.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the property described in Exhibit "A" hereof to the provisions of the Declaration. The Additional Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such Additional Property and shall be binding upon

UNOFFICIAL DOCUMENT

all persons having any right, title or any interest in the Additional Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the 8th day of July, 2004.

DECLARANT: W/J GRAND PENINSULA, LP,
a Texas limited partnership

By: Peninsula GP, LP, a Texas limited partnership, its general partner

By: W/J GP, LLC, a Texas limited liability corporation, its general partner

By: _____
Frank Murphy

Title: Sr. Vice President

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 8th day of July, 2004, by Frank Murphy, Sr. Vice President, of W/J GP, LLC, a Texas limited liability company on behalf of Peninsula GP, LP, a Texas limited partnership on behalf of W/J Grand Peninsula LP, a Texas limited partnership.

_____
Notary Public, State of Texas
Notary's printed name:
Christine B. Braun

My commission expires:

3-5-2008

CHRISTINE B. BRAUN
Notary Public, State of Texas
My Commission Expires
March 05, 2008

AFTER RECORDING RETURN TO:
Grand Peninsula Owners Association, Inc.
c/o Frank Murphy
600 North Pearl, Suite 650, LB 149
Dallas, Texas 75201

Unofficial Document

EXHIBIT "A"

Additional Property

Lot 3, Block A; Lots 1 through 14, Block B; Lot 1a, Block B; Lots 1 through 17, Block C; Lots 1 through 35, Block D; Lots 1 through 22, Block E; Lots 1 through 28, Block F; Lots 1 through 16, Block G; Lot 17, Block G; Lots 1 through 5, Block H; Lot 1a, Block H; as shown on that certain Final Plat of The Coast at Grand Peninsula, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the James Estes Survey, Abstract No. 488, recorded in Cabinet A, Slide 9395 & 9396 of the Deed Records, Tarrant County, Texas.

The Coast Neighborhood

Common area Lot 3, Block A
Lots 1 through 14, Block B
Common Area Lot 1a, Block B
Lots 1 through 17, Block C
Lots 1 through 35, Block D
Lots 1 through 22, Block E
Lots 1 through 28, Block F
Lots 1 through 16, Block G
Common Area Lot 17, Block G
Lots 1 through 5, Block H
Common Area Lot 1a, Block H

Unofficial Document

Unofficial Document

GRAND PENINSULA OWNERS ASSOC INC
C/O FRANK MURPHY
600 N PEARL # 656 LB 149
DALLAS TX 75201
Submitter: W/J GRAND PENINSULA LP

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: 07/14/2004 03:58 PM
Instrument #: D204219866
WD 4 PGS $16.00

By: _____

D204219866

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.

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(3)

SUPPLEMENTAL DECLARATION
FOR
GRAND PENINSULA OWNERS ASSOCIATION, INC.

THE COAST AT GRAND PENINSULA PHASE 2 and 3

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

THIS SUPPLEMENTAL DECLARATION FOR GRAND PENINSULA OWNERS ASSOCIATION, INC. (this "Supplemental Declaration") is made on the date hereinafter set forth by W/J PENINSULA DEVELOPMENT, L.P., a Texas limited partnership (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant prepared and filed an instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc." dated April 1, 2002, at Volume 15742, Page 0004 *et seq* of the Deed Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, the Declaration has been heretofore supplemented by Supplemental Declarations; and

WHEREAS, Article IX, Section 1 of the Declaration authorizes Declarant to annex additional property described in Exhibit "B" to the Declaration and to subject such additional property to the covenants, conditions, restrictions, easements, terms, provisions and jurisdiction of the Association; and

WHEREAS, Declarant is the owner of the property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Additional Property"), such Additional Property being a portion of the property described in Exhibit "B" to the Declaration; and

WHEREAS, Declarant desires to annex the Additional Property and subject it to the terms, covenants, conditions, easements and restrictions of the Declaration and to the jurisdiction of the Association as evidenced by its signature hereinbelow; and

WHEREAS, pursuant to Article III, Section 4(a) of the Declaration, the Additional Property is assigned to the specific Neighborhood and Voting Group entitled or named The COAST.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the property described in Exhibit "A" hereof to the provisions of the Declaration. The Additional Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such Additional Property and shall be binding upon

all persons having any right, title or any interest in the Additional Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the 17th day of July, 2007.

DECLARANT: W/J PENINSULA DEVELOPMENT, LP,
a Texas limited partnership

By: W/J Peninsula Management, LLC,
a Texas limited liability company,
its general partner

By: _____
Frank Murphy

Title: Sr. Vice President

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 17th day of July, 2007, by Frank Murphy, Sr. Vice President, of W/J Peninsula Management, LLC, a Texas limited liability company on behalf of W/J Peninsula Development, LP, a Texas limited partnership.

_____
Notary Public, State of Texas
Notary's printed name:
Chrisline B. Braun

My commission expires:

3-5-2008

CHRISLINE B. BRAUN
Notary Public, State of Texas
My Commission Expires
March 05, 2008

AFTER RECORDING RETURN TO:
Grand Peninsula Owners Association, Inc.
c/o Frank Murphy
600 North Pearl, Suite 650, LB 149
Dallas, Texas 75201

Unofficial Document

Unofficial Document

EXHIBIT "A"

Additional Property

Lots 18 through 33, Block G; Lots 6 through 15, Block H; Lot 15a, Block H; Lots 2 through 9, Block I; Lots 1 through 8, Block J; Lot 3, Block J; Lots 1 through 2, Block K; Lot 1a, Block K; Lots 1 through 19, Block L; Lots 1 through 11, Block M; as shown on that certain Final Plat of The Coast at Grand Peninsula Phase 2, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the James Estes Survey, Abstract No. 488 recorded in Cabinet A, Slide 12037 & 12038 of the Deed Records, Tarrant County, Texas.

Lots 10 through 27, Block I; Lots 9 through 14, Block J; Lot 1a, Block K; Lots 3 through 20, Block K; Lots 12 through 22, Block M; Lots 1 through 36, Block N; as shown on that certain Final Plat of The Coast at Grand Peninsula Phase 3, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the James Estes Survey, Abstract No. 488 recorded in Cabinet A, Slide 12035 & 12036 of the Deed Records, Tarrant County, Texas.

The Coast Neighborhood & Voting Group

Phase 2
Lots 18 thru 33, Block G
Lots 6 thru 15, Block H
Open Area Lot 15a, Block H
Lots 2 thru 9, Block I
Lots 1 thru 2, Block J
Park Open Space Lot 3, Block J
Lots 4 thru 8, Block J
Lots 1 thru 2, Block K
Open Area Lot 1a, Block K
Lots 1 thru 19, Block L
Lots 1 thru 11, Block M

Phase 3
Lots 10 thru 27, Block I
Lots 9 thru 14, Block J
Open Area Lot 1a, Block K
Lots 3 through 20, Block K
Lots 12 through 22, Block M
Lots 1 through 36, Block N

GRAND PENINSULA OWNERS ASSOCIATION
C/O FRANK MURPHY
600 NORTH PEAL STE 650 LB 149
DALLAS TX 75201

Submitter: W/J PENINSULA DEVELOPMENT

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:	07/25/2007 12:55 PM	
Instrument #:	D207259241	
	OPR 4 PGS	$24.00

By: _____

D207259241

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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(3)

SUPPLEMENTAL DECLARATION
FOR
GRAND PENINSULA OWNERS ASSOCIATION, INC.

THE COVE AT GRAND PENINSULA

(Phase I)

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

THIS SUPPLEMENTAL DECLARATION FOR GRAND PENINSULA OWNERS ASSOCIATION, INC. (this "Supplemental Declaration") is made on the date hereinafter set forth by W/J GRAND PENINSULA, L.P., a Texas limited partnership (hereinafter referred to as the "Declarant").

Tarrant
filed
7-14-04

WITNESSETH:

WHEREAS, Declarant prepared and filed an instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc." dated April 1, 2002, at Volume 15742, Page 0004 *et seq* of the Deed Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, the Declaration has been heretofore supplemented by Supplemental Declarations; and

WHEREAS, Article IX, Section 1 of the Declaration authorizes Declarant to annex additional property described in Exhibit "B" to the Declaration and to subject such additional property to the covenants, conditions, restrictions, easements, terms, provisions and jurisdiction of the Association; and

WHEREAS, Declarant is the owner of the property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Additional Property"), such Additional Property being a portion of the property described in Exhibit "B" to the Declaration; and

WHEREAS, Declarant desires to annex the Additional Property and subject it to the terms, covenants, conditions, easements and restrictions of the Declaration and to the jurisdiction of the Association as evidenced by its signature hereinbelow; and

WHEREAS, pursuant to Article III, Section 4(a) of the Declaration, the Additional Property is assigned to the specific Neighborhood entitled or named The Cove at Grand Peninsula.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the property described in Exhibit "A" hereof to the provisions of the Declaration. The Additional Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such Additional Property and shall be binding upon

all persons having any right, title or any interest in the Additional Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the 8th day of July, 2004.

DECLARANT: W/J GRAND PENINSULA, LP,
a Texas limited partnership

By: Peninsula GP, LP, a Texas limited partnership, its general partner

By: W/J GP, LLC, a Texas limited liability corporation, its general partner

By: _____
Frank Murphy

Title: Sr. Vice President

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 8th day of July, 2004, by Frank Murphy, Sr. Vice President, of W/J GP, LLC, a Texas limited liability company on behalf of Peninsula GP, LP, a Texas limited partnership on behalf of W/J Grand Peninsula LP, a Texas limited partnership.

_____
Notary Public, State of Texas
Notary's printed name:
Christine B. Braun

My commission expires:

3-5-2008

CHRISTINE B. BRAUN
Notary Public, State of Texas
My Commission Expires
March 05, 2008

AFTER RECORDING RETURN TO:
Grand Peninsula Owners Association, Inc.
c/o Frank Murphy
600 North Pearl, Suite 650, LB 149
Dallas, Texas 75201

Unofficial Document

Unofficial Document

EXHIBIT "A"

Additional Property

Lots 1 through 11, Block A; Lot 1a, Block A; Lots 1 through 18, Block B; Lots 18 through 36, Block C; Lots 1 through 20, Block D; Lots 1 through 29, Block E; Lot 1a, Block E; Lots 1 through 11 and Lots 24 through 35 Block F; Lots 1 through 17, Block G; Lots 1 through 7, Block I; as shown on that Certain Final Plat of The Cove at Grand Peninsula, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the James Estes Survey, Abstract No. 488, recorded in Cabinet A, Slide 9393 & 9394 of the Deed Records, Tarrant County, Texas.

The Cove Neighborhood

Lots 1 through 11 , Block A
Common Area Lot 1a, Block A
Lots 1 through 17, Block B
Common Area Lot 18, Block B
Lots 18 through 36, Block C
Lots 1 through 20, Block D
Common Area Lot 1a, Block E
Lots 1 through 16, Block E
Common Area Lot 17, Block E
Lots 18 through 29, Block E
Lots 1 through 11, Block F
Lots 24 through 35, Block F
Lots 1 through 17, Block G
Common Area Lot 1, Block I
Lots 2 through 7, Block I

GRAND PENINSULA OWNERS ASSOC INC
C/O FRANK MURPHY
600 N PEARL # 600 LB 149
DALLAS TX 75201

Submitter: W/J GRAND PENINSULA LP

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: 07/14/2004 03:58 PM
Instrument #: D204219865
WD 4 PGS $16.00

By: _____

D204219865

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

UNOFFICIAL DOCUMENT

SUPPLEMENTAL DECLARATION
FOR
GRAND PENINSULA OWNERS ASSOCIATION, INC.

THE COVE AT GRAND PENINSULA PHASE 2

FILED
TARRANT COUNTY, TEXAS
2005 DEC 27 PM 1:24
SUZANNE HENDERSON
COUNTY CLERK
BY

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

THIS SUPPLEMENTAL DECLARATION FOR GRAND PENINSULA OWNERS ASSOCIATION, INC. (this "Supplemental Declaration") is made on the date hereinafter set forth by W/J PENINSULA DEVELOPMENT, L.P., a Texas limited partnership (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant prepared and filed an instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc." dated April 1, 2002, at Volume 15742, Page 0004 *et seq* of the Deed Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, the Declaration has been heretofore supplemented by Supplemental Declarations; and

WHEREAS, Article IX, Section 1 of the Declaration authorizes Declarant to annex additional property described in Exhibit "B" to the Declaration and to subject such additional property to the covenants, conditions, restrictions, easements, terms, provisions and jurisdiction of the Association; and

WHEREAS, Declarant is the owner of the property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Additional Property"), such Additional Property being a portion of the property described in Exhibit "B" to the Declaration; and

WHEREAS, Declarant desires to annex the Additional Property and subject it to the terms, covenants, conditions, easements and restrictions of the Declaration and to the jurisdiction of the Association as evidenced by its signature hereinbelow; and

WHEREAS, pursuant to Article III, Section 4(a) of the Declaration, the Additional Property is assigned to the specific Neighborhood and Voting Group entitled or named The Cove.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the property described in Exhibit "A" hereof to the provisions of the Declaration. The Additional Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such Additional Property and shall be binding upon

all persons having any right, title or any interest in the Additional Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the 21st day of December, 2005.

DECLARANT: W/J PENINSULA DEVELOPMENT, LP,
a Texas limited partnership

By: W/J Peninsula Management, LLC, a Texas limited liability company, its general partner

By: _____
Frank Murphy

Title: Sr. Vice President

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 21st day of December, 2005, by Frank Murphy, Sr. Vice President, of W/J Peninsula Management LLC, a Texas limited liability company on behalf of W/J Peninsula Development, LP, a Texas limited partnership.

_____
Notary Public, State of Texas
Notary's printed name:
Christine B. Braun

My commission expires:

3-5-2008

CHRISTINE B. BRAUN
Notary Public, State of Texas
My Commission Expires
March 05, 2008

AFTER RECORDING RETURN TO:
Grand Peninsula Owners Association, Inc.
c/o Frank Murphy
600 North Pearl, Suite 650, LB 149
Dallas, Texas 75201

Unofficial Document

EXHIBIT "A"

Additional Property

Lots 12 through 23, Block F; Lots 1 through 14, Block H; Lots 8 through 25, Block I; Lots 1 through 22, Block J; and Lots 1 through 11, Block K; as shown on that certain Final Plat of The Cove at Grand Peninsula Phase 2, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the James Estes Survey, Abstract No. 488, recorded in Cabinet A, Slide 10681 & 10682 of the Deed Records, Tarrant County, Texas.

The Cove Neighborhood & Voting Group

Lots 12 through 23, Block F
Lots 1 through 14, Block H
Lots 8 through 25, Block I
Lots 1 through 22, Block J
Lots 1 through 11, Block K

Unofficial Document

GRAND PENINSULA OWNERS ASSOCIATION II
C/O FRANK MURPHY
600 NORTH PEARL SUITE 650 LB 149
DALLAS TX 75201

Submitter: WJ PENINSULA DEVELOPMENT

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: 12/27/2006 01:23 PM
Instrument #: D205382818
OPR 4 PGS $24.00

By: S

D205382818

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

D203130 04/04/03

SUPPLEMENTAL DECLARATION
FOR
GRAND PENINSULA OWNERS ASSOCIATION, INC.

FILED
TARRANT COUNTY TEXAS
2003 APR -4 PM 12:21
JOHNSON
COUNTY CLERK
BY

THE HARBOUR AT GRAND PENINSULA

(Phase I) ?

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

THIS SUPPLEMENTAL DECLARATION FOR GRAND PENINSULA OWNERS ASSOCIATION, INC. (this "Supplemental Declaration") is made on the date hereinafter set forth by W/J GRAND PENINSULA, L.P., a Texas limited partnership (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant prepared and filed an instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc." dated April 1, 2002, at Volume 15742, Page 0004 *et seq* of the Deed Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, Article IX, Section 1 of the Declaration authorizes Declarant to annex additional property described in Exhibit "B" to the Declaration and to subject such additional property to the covenants, conditions, restrictions, easements, terms, provisions and jurisdiction of the Association; and

WHEREAS, Declarant is the owner of the property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Additional Property"), such Additional Property being a portion of the property described in Exhibit "B" to the Declaration; and

WHEREAS, Declarant desires to annex the Additional Property and subject it to the terms, covenants, conditions, easements and restrictions of the Declaration and to the jurisdiction of the Association as evidenced by its signature hereinbelow; and

WHEREAS, pursuant to Article III, Section 4(a) of the Declaration, the Additional Property is assigned to the specific Neighborhood entitled or named The Harbour at Grand Peninsula.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the property described in Exhibit "A" hereof to the provisions of the Declaration. The Additional Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such Additional Property and shall be binding upon all persons having any right, title or any interest in the Additional Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the 1st day of April, 2003.

D203 64000 DFW

DECLARANT: W/J GRAND PENINSULA, LP,
a Texas limited partnership

By: Peninsula GP, LP, a Texas limited partnership,
its general partner

By: W/J GP, LLC, a Texas limited liability
corporation, its general partner

By: _____
Frank Murphy

Title: _____
Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared Frank Murphy, Vice President of W/J GP, LLC, a Texas limited liability corporation, general partner of W/J Grand Peninsula, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of April, 2003.

_____
Notary Public in and for
the State of Texas

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Blvd., Suite 1050
Dallas, Texas 75219

CHRISTINE B. BRAUN
Notary Public
State of Texas
My Comm. Exp. Mar. 5, 2004

D208152 • 05/15/2008 • 6 PGS

EXHIBIT "A"

Additional Property

Lots 14 through 29, Block Q; Lots 1 through 16, Block R; Lots 1 and 2, Block S; Lots 3 through 8, Block U as shown on that certain Final Plat of The Harbour at Grand Peninsula, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the Boalis Estes Survey, Abstract No. 483, recorded in Cabinet A, Slide 8195 and 8196 of the Deed Records, Tarrant County, Texas.

Shores Neighborhood

Lots 14 through 29, Block Q
Lots 1 through 16, Block R
Lots 1 through 2, Block S
Lots 3 through 8, Block U

Typo: Harbour

D203117686
RIDDLE AND WILLIAMS PC
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: W J GRAND PENINSULA LP

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
203262361	DR93	D W	04/04/2003	12:22

	INSTRUMENT	FEECD	INDEXED	TIME	RECVD
1	D203117686	WD	20030404	12:22	CK 2520

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 TEXAS

SUPPLEMENTAL DECLARATION
FOR
GRAND PENINSULA OWNERS ASSOCIATION, INC.

THE HARBOUR AT GRAND PENINSULA PHASE 2

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

filed 12-30 Torrent Bailey

THIS SUPPLEMENTAL DECLARATION FOR GRAND PENINSULA OWNERS ASSOCIATION, INC. (this "Supplemental Declaration") is made on the date hereinafter set forth by W/J GRAND PENINSULA, L.P., a Texas limited partnership (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant prepared and filed an instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc." dated April 1, 2002, at Volume 15742, Page 0004 *et seq* of the Deed Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, Article IX, Section 1 of the Declaration authorizes Declarant to annex additional property described in Exhibit "B" to the Declaration and to subject such additional property to the covenants, conditions, restrictions, easements, terms, provisions and jurisdiction of the Association; and

WHEREAS, Declarant is the owner of the property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Additional Property"), such Additional Property being a portion of the property described in Exhibit "B" to the Declaration; and

WHEREAS, Declarant desires to annex the Additional Property and subject it to the terms, covenants, conditions, easements and restrictions of the Declaration and to the jurisdiction of the Association as evidenced by its signature hereinbelow; and

WHEREAS, pursuant to Article III, Section 4(a) of the Declaration, the Additional Property is assigned to the specific Neighborhood entitled or named The Harbour at Grand Peninsula.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the property described in Exhibit "A" hereof to the provisions of the Declaration. The Additional Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such Additional Property and shall be binding upon all persons having any right, title or any interest in the Additional Property, their respective heirs,

legal representatives, successors, successors-in-title and assigns.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the 15th day of December, 2003.

DECLARANT: W/J GRAND PENINSULA, LP,
a Texas limited partnership

By: Peninsula GP, LP, a Texas limited partnership,
its general partner

By: W/J GP, LLC, a Texas limited liability
corporation, its general partner

By: Frank Murphy
Frank Murphy

Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared Frank Murphy, Vice President of W/J GP, LLC, a Texas limited liability corporation, general partner of W/J Grand Peninsula, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of December, 2003.

Notary Public in and for
the State of Texas

CHRISTINE B. BRAUN
Notary Public
State of Texas
My Comm. Exp. Mar. 5, 2004

AFTER RECORDING RETURN TO:
W/J GRAND PENINSULA, LP
600 N. Pearl, Suite 650, LB 149
Dallas, Texas 75219
Attention: Frank Murphy

Unofficial Document

Unofficial Document

EXHIBIT "A"

Additional Property

Lots 17 through 32, Block R; Lots 3 through 11, Block S; Lots 1 through 16, Block T; Lot 17 Block T; Lots 9 through 10, Block U; Lots 1 through 14, Block V; and Lots 1 through 15, Block W as shown on that certain Final Plat of The Harbour Phase 2 at Grand Peninsula, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the Boalis Estes Survey, Abstract No. 483, and James Estes Survey, Abstract No. 488 recorded in Cabinet A, Slide 8785-8786 of the Deed Records, Tarrant County, Texas.

The Harbour Neighborhood

Lots 17 through 32, Block R
Lots 3 through 11, Block S
Lots 1 through 16, Block T
Lots 17, Block T
Lots 9 through 10, Block U
Lots 1 through 14, Block V
Lots 1 through 15, Block W

Unofficial Document

WJ GRAND PENINSULA LP
600 N PEARL STE 950 LB 149
DALLAS TX 75219

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: 12/30/2003 10:59 AM
Document No.: D203472835
WD 4 PGS $16.00

By: _____

D203472835

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.

100-88100-SUPPL

SUPPLEMENTAL DECLARATION
FOR
GRAND PENINSULA OWNERS ASSOCIATION, INC.

FILED
[illegible] COUNTY TEXAS
2002 APR -4 PM 12:23
[illegible] HENDERSON
COUNTY CLERK
BY

The LAKESIDE AT GRAND PENINSULA
(PHASE 2)

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

Tarrant

THIS SUPPLEMENTAL DECLARATION FOR GRAND PENINSULA OWNERS ASSOCIATION, INC. (this "Supplemental Declaration") is made on the date hereinafter set forth by W/J GRAND PENINSULA, L.P., a Texas limited partnership (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant prepared and filed an instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc." dated April 1, 2002, at Volume 15742, Page 0004 *et seq* of the Deed Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, Article IX, Section 1 of the Declaration authorizes Declarant to annex additional property described in Exhibit "B" to the Declaration and to subject such additional property to the covenants, conditions, restrictions, easements, terms, provisions and jurisdiction of the Association; and

WHEREAS, Declarant is the owner of the property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Additional Property"), such Additional Property being a portion of the property described in Exhibit "B" to the Declaration; and

WHEREAS, Declarant desires to annex the Additional Property and subject it to the terms, covenants, conditions, easements and restrictions of the Declaration and to the jurisdiction of the Association as evidenced by its signature hereinbelow; and

WHEREAS, pursuant to Article III, Section 4(a) of the Declaration, the Additional Property is assigned to the specific Neighborhood entitled or named Lakeside at Grand Peninsula (Phase 2).

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the property described in Exhibit "A" hereof to the provisions of the Declaration. The Additional Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such Additional Property and shall be binding upon all persons having any right, title or any interest in the Additional Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the 1st day of April, 2003.

DECLARANT: W/J GRAND PENINSULA, LP,
a Texas limited partnership

By: Peninsula GP, LP, a Texas limited partnership, its general partner

By: W/J GP, LLC, a Texas limited liability corporation, its general partner

By: _____
Frank Murphy

Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared Frank Murphy, Vice President of W/J GP, LLC, a Texas limited liability corporation, general partner of W/J Grand Peninsula, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of April, 2003.

_____
Notary Public in and for
the State of Texas

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Blvd., Suite 1050
Dallas, Texas 75219

CHRISTINE B. BRAUN
Notary Public
State of Texas
My Comm. Exp. Mar. 5, 2004

D208 * ENDING * CONTINUE

EXHIBIT "A"

Additional Property

Lots 8 through 32, Block A; Lots 2 through 18, Block B as shown on that certain Final Plat of the Lakeside at Grand Peninsula Phase 2; an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the Robert Crawford Survey, Abstract No. 263, recorded in Cabinet B, Slide 7660 of the Deed Records, Tarrant County, Texas.

Lakeside Neighborhood

Lots 8 through 32, Block A
Lots 2 through 18, Block B

FOR RECORDING PURPOSES

D203117688
RIDDLE AND WILLIAMS PC
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: W J GRAND PENINSULA LP

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
203262363	DR93	D W	04/04/2003	12:23

	INSTRUMENT	FEECD	INDEXED	TIME	RECVD
1	D203117688	WD	20030404	12:23	CK 2522

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

(3)

TARRANT COUNTY TEXAS
2002 DEC 30 AM 10:56
SUZANNE HENDERSON
COUNTY CLERK
BY

SUPPLEMENTAL DECLARATION FOR GRAND PENINSULA OWNERS ASSOCIATION, INC.

THE LANDING AT GRAND PENINSULA PHASE 2

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

THIS SUPPLEMENTAL DECLARATION FOR GRAND PENINSULA OWNERS ASSOCIATION, INC. (this "Supplemental Declaration") is made on the date hereinafter set forth by W/J GRAND PENINSULA, L.P., a Texas limited partnership (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant prepared and filed an instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc." dated April 1, 2002, at Volume 15742, Page 0004 *et seq* of the Deed Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, Article IX, Section 1 of the Declaration authorizes Declarant to annex additional property described in Exhibit "B" to the Declaration and to subject such additional property to the covenants, conditions, restrictions, easements, terms, provisions and jurisdiction of the Association; and

WHEREAS, Declarant is the owner of the property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Additional Property"), such Additional Property being a portion of the property described in Exhibit "B" to the Declaration; and

WHEREAS, Declarant desires to annex the Additional Property and subject it to the terms, covenants, conditions, easements and restrictions of the Declaration and to the jurisdiction of the Association as evidenced by its signature hereinbelow; and

WHEREAS, pursuant to Article III, Section 4(a) of the Declaration, the Additional Property is assigned to the specific Neighborhood entitled or named The Landing at Grand Peninsula.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the property described in Exhibit "A" hereof to the provisions of the Declaration. The Additional Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such Additional Property and shall be binding upon all persons having any right, title or any interest in the Additional Property, their respective heirs,

filed 12-30-02 Tarrant cnty

legal representatives, successors, successors-in-title and assigns.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the 15th day of December, 2003.

DECLARANT: W/J GRAND PENINSULA, LP,
a Texas limited partnership

By: Peninsula GP, LP, a Texas limited partnership,
its general partner

By: W/J GP, LLC, a Texas limited liability
corporation, its general partner

By: _____
Frank Murphy

Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared Frank Murphy, Vice President of W/J GP, LLC, a Texas limited liability corporation, general partner of W/J Grand Peninsula, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of December, 2003.

_____
Notary Public in and for
the State of Texas

CHRISTINE B. BRAUN
Notary Public
State of Texas
My Comm. Exp. Mar. 5, 2004

AFTER RECORDING RETURN TO:
W/J GRAND PENINSULA, LP
600 N. Pearl, Suite 650, LB 149
Dallas, Texas 75219
Attention: Frank Murphy

Unofficial Document

EXHIBIT "A"

Additional Property

Lots 1 through 4, Block A as shown on that certain Final Plat of The Landing Phase 2 at Grand Peninsula, an Addition to the City of Grand Prairie, Tarrant County, Texas, according to the Boalis Estes Survey, Abstract No. 483, recorded in Cabinet A, Slide 8787-8788 of the Deed Records, Tarrant County, Texas.

The Landing Neighborhood

Lots 1 through 4, Block A

Unofficial Document

Unofficial Document

W/J GRAND PENINSULA LP
600 N PEARL STE 650 LB 149
DALLAS TX 75219

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: 12/30/2003 10:59 AM
Document No.: D203472836
WD 4 PGS $16.00

By: _____

D203472836

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.

POLICIES, RULES and GUIDELINES

DESIGN GUIDELINES

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

EXHIBIT "D"

DESIGN REVIEW GUIDELINES

OF

GRAND PENINSULA OWNERS ASSOCIATION, INC.

JUL 4 2006 2:45PM

Part One: Definitions

The words in these Design Review Guidelines shall be given their normal commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc. (said Declaration, as amended, renewed or extended from time to time, is hereinafter sometimes referred to as the "Declaration") unless the context shall otherwise require.

Part Two: Submission of Plans

Prior to the commencement of any work, there shall be submitted to the appropriate committee two (2) complete sets of plans and specifications of any and all proposed construction of any dwelling, building, structure or improvements of any Unit and of any changes in the terrain of any Unit, and two (2) complete sets of plans and specifications of the proposed painting, remodeling, reconstruction, alterations, or additions to any dwelling, building, structure or improvements on any Unit which affect the exterior appearance or structural integrity of any such dwelling, building, structure or improvements. All plans and specifications for any dwelling, building, structure or improvements to be erected on any Unit shall include plot plans showing the exterior color schemes thereof. The approval of the appropriate committee must be obtained prior to the commencement of any such painting, remodeling, reconstruction, alterations, additions, new construction or changes in terrain thereon in the same manner as set forth in Part 3 below.

Part Three: Approval and Disapproval

Before any work is commenced on any Unit, the appropriate committee, as the same is from time to time composed, shall approve or disapprove plans and specifications by majority vote of the members then serving. One (1) set of said plans and specifications with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the committee. The signature of any member of the committee on any such plans and specifications with "approved" or "disapproved" thereon written or stamped shall be prima facia evidence as to such approval or disapproval being the act of the full committee. In the event the committee fails to approve or disapprove any such plans or specifications within thirty (30) days after actual receipt of same by a member of the committee. The committee shall be deemed to have approved such plans and specifications.

Part Four: Criteria for Disapproval

The appropriate committee shall have the right to disapprove any plans and specifications submitted to it as aforesaid in the event such plans and specifications are not in accordance with all of the provisions of the Declaration and the Design Review Guidelines, if the external design, appearance, location or color scheme of the proposed dwelling, building, or other structure is not in harmony with the general surroundings of such Unit or with the adjacent dwellings, buildings, or structures or with the topography, if the plans and specifications submitted are incomplete, if the design, appearance or location of any landscaping is not in harmony with the general surroundings, or topography, or in the event the committee deems the plans and specifications, or any part thereof, to be contrary to the interests, welfare or rights of any or all parts of the Neighborhood, or the Owners in general, all in the sole discretion of the committee. The decisions of the committee shall be final.

Part Five: Limitation of Committee Liability

The appropriate committee is authorized to accept whatever drawings, plans or specifications as it deems desirable within its sole discretion in satisfaction of this part of the Declaration. Neither the committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications.

Part Six: Improvements

The following provisions are applicable to restrict all Units in the Properties:

Section 1. Structure and Roof Section of Dwelling. The exterior of all dwellings shall be constructed of brick, brick veneer, stone, stone veneer, masonry, and/or glass building materials of the kind customarily used for exterior walls to the extent that at least eighty (80%) percent of the area of outside walls on all floors shall consist of same. Corner Lots shall have 100% masonry on all sides adjacent to the street, excluding gables, windows, and doors. Any lot backing up to a street with a right-of-way greater than 50 feet shall have 100% masonry on the 2nd story of the back of the house, excluding gables, windows, and doors.

The width of the front of the main structure shall be in harmony with other dwellings in the Neighborhood and no exterior elevation shall be repeated, without modifications thereto, within 200 lineal feet of the nearest lot line of a lot on which a house with the same elevation has been built on the same street. No use of the same combination of brick, mortar color, and sand color shall be allowed on a house on a lot which is within 200 lineal feet on the same street of the nearest lot line of a lot on which a house with the same combination has been used.

All dwellings shall have a roof of wood shingles, slate, tile or 20 year composition singles with a weight of at least 240 pounds per 100 square feet and that have a weathered brown or gray look, unless some other material is approved by the appropriate committee. No use of "3-Tab" shingles shall be allowed. The roof pitch of any structure shall be 6:12 minimum.

Chimney flues on exterior walls shall be enclosed one hundred (100%) percent in masonry except for the side of the chimney that faces the roof.

Section 2. Sewage Disposal. No buildings or dwellings shall be constructed with plumbing fixtures, dishwashers, toilets, or sewage disposal systems unless the same are connected to an established central sewage system unless specifically approved by the appropriate committee.

Section 3. Parking Requirements. There shall be a completely enclosed garage with a minimum of two (2) automobile parking stalls of a least 8 feet x 18 feet each for each single family residence or dwelling unit constructed on any Unit.

Any garage doors which open to a street and which are not set back from the front of the front of the house by a minimum of 10 feet, shall be single car doors and shall be separated by a masonry column. If the garage has more than a two vehicle width, then either (i) each garage door shall be a single car door separated by masonry columns, or (ii) a double car door may be used in conjunction with a single car door if the double car door is separated from the other doors by a masonry column and is recessed by a minimum of 12 inches from the other doors.

In any neighborhood which has a minimum lot size zoning greater than 7,000 square feet, a minimum of 33% of the homes in each neighborhood shall have garage doors which do not open or face the street in front of the house.

No carports shall be allowed unless: (i) it is constructed of the same exterior masonry material and color as the house on the same lot; (ii) it shall have the same roof type, material, composition, and

pitch; and (iii) it is attached to and a part of the house.

Section 4. Fences and Boundary Plantings. No wall, coping or fence shall extend nearer to any street than the front line of the dwelling on any Unit. No wire or woven fence is permitted on any portion of any Unit that exposes it to view from the streets or surrounding Units. No fence may be constructed or erected on any Unit without approval of the appropriate committee as to materials, appearance, and height. All Units shall be kept in a well landscaped condition so as to produce the best aesthetic effect. Boundary planting along front Unit lines or side Unit lines adjacent to a street, except trees with single trunks, shall not be permitted to grow higher than three (3) feet. No boundary planting shall be allowed outside rear Unit lines. Each Unit Owner shall cut and maintain all of his trees, shrubs, and hedges so that no part thereof extends across any Unit boundary line without the permission of the Owner of the Unit across which the planting extends.

Notwithstanding anything stated above in this Section 4, the fencing shall be specified as follows for the following areas:

Area
All lots which are adjacent to roads with a right-of-way greater than fifty (50) feet.

Fencing
Fencing installed by the Declarant shall not be modified. An Owner may install on the inside of the fence installed by Declarant on his Unit, additional iron fencing rails which shall match Declarant's fence and which vertical elements shall be approved by the appropriate committee.

Area
All lots which are adjacent to an entryway into a neighborhood

Fencing
Fencing on a lot along the side adjacent to an entry street from Grand Peninsula Blvd into a neighborhood shall consist of the following:

- 6 Ft. Steel Picket Fence
- 1½" sq. posts 8 ft on center max. with post ball tops
- ¾" pickets 4" on center with cast iron spear tops
- 2 - ¾" rails (one 6" from top of spear tops; one 5" from bottom of pickets)
- Paint color – Black
- Fence shall be connected to the masonry column installed as part of the entry way signage and shall extend down the side of the lot to the mid-point of the depth of the lot (or such farther distance as may be determined by the Declarant) at which point a masonry column shall be placed. Such masonry column shall match the initial column to which the fence is to be connected. From this column, the steel picket fence shall then be connected to the side of the house.
- See the specifications attached hereto for "Stone Column" and "Steel Picket Fence/Pool Fence".
- The owner of the lot (if desired) may plant landscaping along the inside of the fence adjacent to their lot.

Fencing
Fencing on a lot along the side adjacent to an entry street from a street other than Grand Peninsula Blvd into a neighborhood shall consist of the following:

- 6 Ft. Steel Picket Fence
- 1½" sq. posts 8 ft on center max. with post ball tops
- ¾" pickets 4" on center with cast iron spear tops
- 2 - ¾" rails (one 6" from top of spear tops; one 5" from bottom of pickets)
- Paint color – Black

ORD + 4606 + 2-5-2008

- Fence shall be connected to the masonry column installed as part of the entry way signage and shall extend down the side of the lot to the mid-point of the depth of the lot (or such farther distance as may be determined by the Declarant) at which point a 2" sq. post shall be placed. From this post, the steel picket fence shall then be connected to the side of the house.
- See the specifications attached hereto for "Stone Column" and "Steel Picket Fence/Pool Fence".
- The owner of the lot (if desired) may plant landscaping along the inside of the fence adjacent to their lot.

Individual Lot Fencing

Fencing on individual lots shall conform to the following minimum requirements and to any stricter standards as may be set forth by the City of Grand Prairie.

1. Located immediately inside the building line of such lot or may be constructed to the property line only where the house immediately adjacent to the rear faces in the opposite direction from the house being fenced upon in this paragraph.
2. Connected with the side of the house on the lot.
3. Constructed of wood, brick, or metal (may not be wire, mesh, or other similar material).
4. Minimum of six feet in height.
5. Parallel to the curb.
6. Constructed so that the side of the fence containing the structural supports is not visible from any public right-of-way.
7. Any fence constructed on the portion of any lot which is adjacent to any park, greenbelt, golf course, stream, lake or other similar area (not including Detention Basins) shall be constructed as follows:
    - Wrought iron, steel, or similar material
    - Six (6) foot high unless a taller height is otherwise required by the City
    - Black color
    - Solid bar along top (no spikes)

Section 5. Construction Periods. The work of construction, painting, altering or remodeling any building or improvements on any Unit shall be prosecuted diligently from the commencement until the completion thereof and in any event shall be completed within nine months after commencement of the work.

Section 6. Landscaping. Each Unit shall have planted prior to the conveyance of the Unit to any person other than a builder or developer holding title for the purpose of development and resale, a minimum of thirty (30) shrubs and two (2) trees (at minimum sizes of (1) gallon and three (3) inch caliper, as measured at a point twelve inches (12") above ground level, respectively) in each front yard. Such trees planted shall be of a kind and size (if different from the size set forth above) as may be required by the then current Tree Ordinance of the City of Grand Prairie. Existing trees on the Unit shall qualify for this landscape requirement. Front yards and yards adjacent to a street shall be fully sodded.

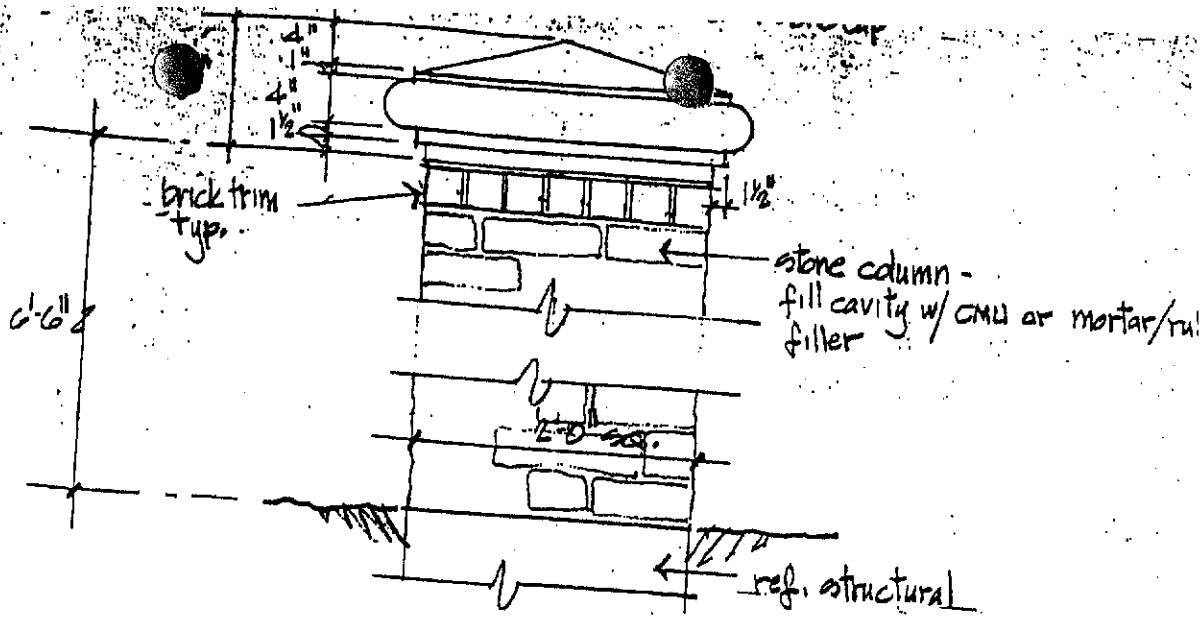
Section 7. Mailboxes. Mailboxes shall be constructed of either masonry or metal in accordance with a standard design to be established for each village. No metal boxes on wood poles shall be allowed.

Section 8. Retaining Walls. Any retaining walls built within the development shall be of a material other than wood or similar material. Use of milsap stone or similar stone shall be required.

After Recording Return To:

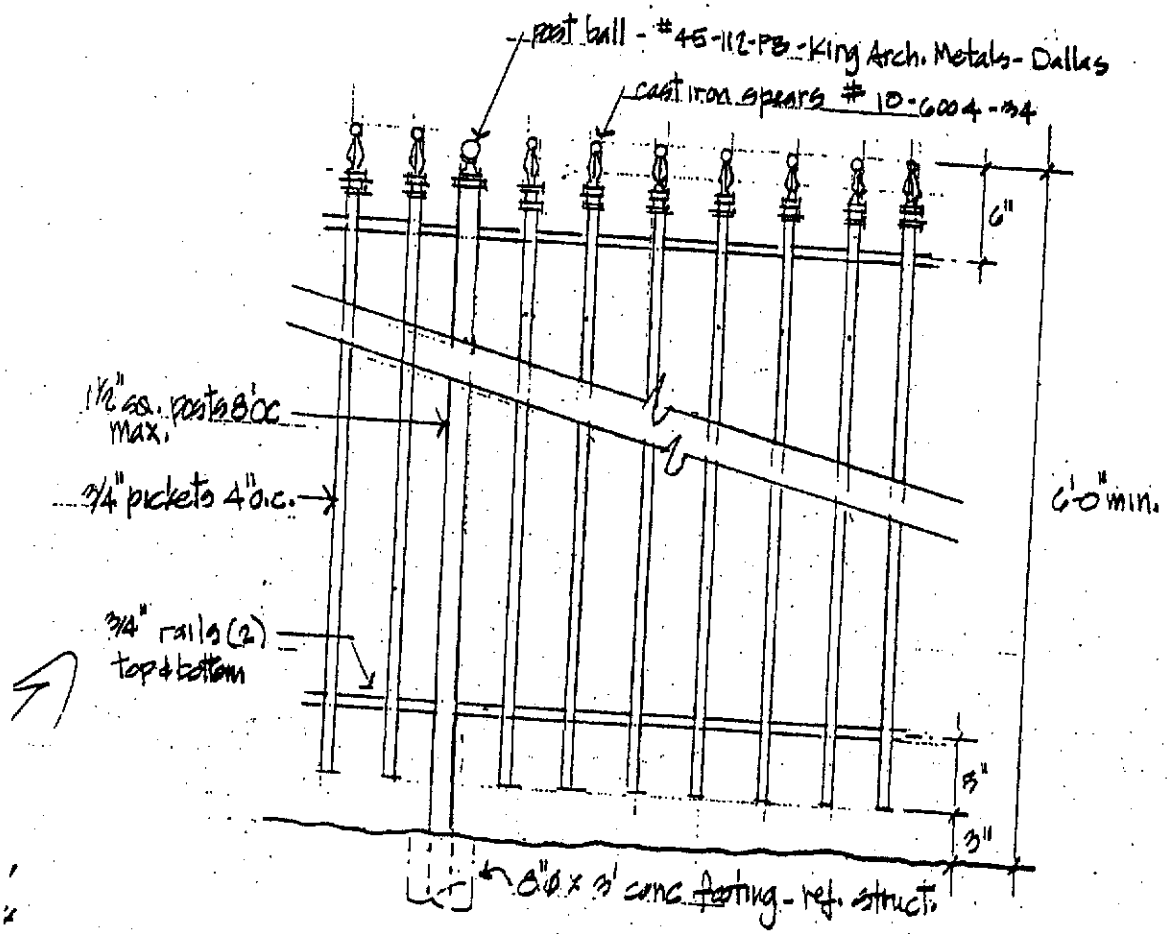
W/J Grand Peninsula, LP
600 N. Pearl, Suite 650, LB 149
Dallas, TX 75201
Attn: Michelle Clark

F880 • F950 • F951



1 Stone Column

3/4"=1'0"



2 Steel Picket Fence/Pool Fence

NOTICE: FOR RELEASE

D202160504
W J GRAND PENNINSULA
600 N PEARL #650 LB 149
DALLAS TX 75201

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

INDEXED -- TARRANT COUNTY TEXAS
SUZANNE HENDERSON -- COUNTY CLERK
OFFICIAL RECEIPT

TO: W J GRAND PENNINSULA

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
202304956	DR91	CAP	06/12/2002	12:01

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D202160504	WD	20020612	12:01	CK 2231

TOTAL: DOCUMENTS: 01 FEES: 169.00

BY: D

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.

Ref: Volume 15742
Page 0004

FIRST AMENDMENT
TO THE
DESIGN REVIEW GUIDELINES
EXHIBIT "D" TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
GRAND PENINSULA OWNERS ASSOCIATION, INC.

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

This First Amendment to the Design Review Guidelines, Exhibit "D" to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc. (this "First Amendment to the Design Review Guidelines") is adopted by W/J Grand Peninsula, L.P., a Texas limited partnership ("Declarant") and the New Construction Committee ("NCC") as of the 16 day of April, 2003.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc. (the "Declaration") was executed and recorded at Volume 15742, Page 0004 *et seq.* of the Deed Records of Tarrant County, Texas; and

WHEREAS, Exhibit "D" to the Declaration contains the Design Review Guidelines governing the community; and

WHEREAS, Article XVI, Section 2 of the Declaration provides that during any period in which Declarant owns property described in Exhibits "A" and "B" to the Declaration, Declarant may unilaterally amend the Declaration; and

WHEREAS, Article XI, Section 3 of the Declaration provides that the New Construction Committee ("NCC") is authorized to amend the Design Review Guidelines from time to time; and

WHEREAS, Declarant and the NCC have determined that the following amendment to Exhibit "D" of the Declaration, the Design Review Guidelines, would serve the best interests of the community and its Members.

NOW, THEREFORE, the Design Review Guidelines are hereby modified and amended as follows:

1. Part Six, Section 4, entitled "Fences and Boundary Plantings", of the Design Review

Guidelines of Grand Peninsula Owners Association, Inc. (Exhibit "D" to the Declaration) is amended to add an alternative to current fencing requirements for the Areas for lots which are adjacent to an entryway into a neighborhood. Specifically, in addition to the existing requirements for Fencing (excluding the subsection entitled "Individual Lot Fencing"), owners may install brick fencing to substantially match the brick fencing installed by Declarant.

2. Except as modified by this and previous amendments, Exhibit "D" to the Declaration, known as the Design Review Guidelines, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the 16th day of April, 2003.

DECLARANT: W/J GRAND PENINSULA, LP,
a Texas limited partnership

By: Peninsula GP, LP, a Texas limited partnership, its general partner

By: W/J GP, LLC, a Texas limited liability corporation, its general partner

By: Jack Murray

Title: VP

NCC: NEW CONSTRUCTION COMMITTEE

By:

Title: President

D205064154

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared FRANK MURPHY, VICE PRESIDENT of W/J GP, LLC, a Texas limited liability corporation, general partner of W/J Grand Peninsula, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of April, 2003.

SHERRY L. HARTMAN
MY COMMISSION EXPIRES
February 16, 2006

Sherry L Hartman
Notary Public in and for
the State of Texas
My Commission Expires: February 16, 2006

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared Christopher Jackson PRESIDENT of the New Construction Committee for Grand Peninsula Owners Association, Inc., known to 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, in the capacity therein stated and as the act and deed of said committee.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of April, 2003.

SHERRY L. HARTMAN
MY COMMISSION EXPIRES
February 16, 2006

Sherry L Hartman
Notary Public in and for
the State of Texas
My Commission Expires: February 16, 2006

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Boulevard #1050
Dallas, Texas 75219

G\PUD.AMD\FIRST.GRANDPENINSULA

D203142516
RIDDLE & WILLIAMS P C
3811 TURTLE CRK BLVD
STE 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 P C

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
203291980	DR92	PM	04/23/2003	09:13

	INSTRUMENT	FEECD	INDEXED	TIME	RECVD
1	D203142516	WD	20030423	09:13	CK 14530

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

B Y: _____

MAY 23 2003

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.

D217010227 1/17/2017 9:34 AM PGS 3 Fee: $24.00 Submitter: SIMPLIFILE
Electronically Recorded by Tarrant County Clerk in Official Public Records Mary Louise Garcia Mary Louise Garcia

SECOND AMENDMENT TO THE DESIGN REVIEW GUIDELINES EXHIBIT "D" TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRAND PENINSULA OWNERS ASSOCIATION, INC.

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

This SECOND AMENDMENT TO THE DESIGN REVIEW GUIDELINES, Exhibit "D" to the Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc. (this "Second Amendment") is adopted by the GRAND PENINSULA OWNERS ASSOCIATION, INC., a Texas nonprofit corporation ("Association"), as of the 30th day of November, 2016.

W I T N E S S E T H:

WHEREAS, W/J Grand Peninsula, L.P., (the "Original Declarant") prepared an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc.," dated April 1, 2002, and recorded on June 12, 2002, at Volume 15742, Page 0004-0001 *et seq.* of the Real Property Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, Exhibit "D" to the Declaration contains the Design Review Guidelines governing the community; and

WHEREAS, W/J Peninsula Development, L.P., prepared an instrument entitled "First Amendment to the Design Review Guidelines, Exhibit "D" to the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," dated April 16, 2003, and recorded on April 23, 2003, as Clerk's Instrument No. D203142516 of the Real Property Records of Tarrant County, Texas (the "First Amendment"); and

WHEREAS, W/J Peninsula Development, L.P., prepared an instrument entitled "Termination of Class 'B' Membership," dated October 12, 2005, and recorded on November 2, 2005, as Clerk's Instrument No. D205327279 of the Real Property Records of Tarrant County, Texas, by which Instrument the Declarant served notice of the termination of the Declarant's control of the Association; and

WHEREAS, Article XVI, Section 2(b) of the Declaration provides that, after termination of the Declarant's control of the Association, the Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of Voting Members representing sixty-seven percent (67%) of the total votes in the Association; and

WHEREAS, the requisite percentage of Voting Members have affirmatively approved this Second Amendment to the Design Review Guidelines as set forth herein; and

WHEREAS, simultaneously with the vote to approve this Second Amendment to the Design Review Guidelines, the Association's Voting Members approved that certain Fifth Amendment to the Declaration amending Section 15(a) of the Declaration, which also amends restrictions for landscaping similar to those contained in this Second Amendment to the Design Review Guidelines.

NOW, THEREFORE, the Design Review Guidelines are hereby modified and amended as follows:

1. Part Six, Section 6, entitled "Landscaping," of the Design Review Guidelines is amended by deleting Section 6 in its entirety and replacing it with the following:

Section 6. Landscaping. Each Unit (lot) shall have planted prior to the conveyance of the Unit to any person holding title for the purpose of resale:

(i) A minimum of two (2) trees in the property boundaries a minimum size of three inches (3") in caliper measured twelve inches (12") above the ground. At least one (1) of the trees must be in the front yard. New tree plantings must be on the current recommended tree list from the City of Grand Prairie, unless otherwise approved by the Modifications Committee. Existing trees shall be grandfathered in.

(ii) A sufficient number of plants of one gallon in size or larger planted in front of the residence so that the foundation of the residence is not visible from the street. New plantings must come from the current recommended shrub list from the City of Grand Prairie, unless otherwise approved by the Modifications Committee. Existing shrubs shall be grandfathered in.

(iii) Front yards and yards adjacent to a street shall be covered with either sod, ground cover, or other landscape material, as approved by the Modifications Committee.

(iv) Any hardscape changes to front yards or side yards adjacent to a street must have written approval of the Modifications Committee.

2. Except as modified herein, the Design Review Guidelines, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officer hereby certifies that the foregoing amendment was approved by the requisite number of Voting Members of the Association in accordance with the Article XVI of the Declaration and shall be effective as of the date this Second Amendment is recorded in the Real Property Records of Tarrant County, Texas.

GRAND PENINSULA OWNERS ASSOCIATION, INC.
a Texas nonprofit corporation

By: Nicole Ringwald Smith
Its: Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Nicole Ringwald-Smith Secretary of Grand Peninsula Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 29th day of December, 2016.

ALICE M. MCKEE
Notary Public, State of Texas
Comm. Expires 01-08-2020
Notary ID 128796392

Alice M. McKee
Notary Public in and for the State of Texas
My Commission Expires: 01-08-2020

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

RULES

OCT 09 2008

Rules Regarding Storage of Portable Basketball Goals

WHEREAS, Article IV, Section 3 of the Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc., (the "Declaration") authorizes the Board of Directors (the "Board") to make and enforce reasonable rules and regulations governing the use of the Properties to further define or limit the restrictions set forth in the Declaration, and

WHEREAS , Article XII, Section 6 of the Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc., (the "Declaration") authorizes the Board of Directors (the "Board") to make a determination regarding what constitutes an unclean, unhealthy, or untidy condition, and

WHEREAS the voting members voted at the June 5th 2008 Special Meeting to clarify and enforce the rules regarding storage of portable basketball goals, and

WHEREAS, in order to protect the equity of the individual Owners at Grand Peninsula and to preserve the character of the Grand Peninsula Owners Association, Inc. as a property owners' association, the Board deems it necessary to promulgate and enforce rules governing the storage of portable basketball goals.

IT IS RESOLVED THAT:

The storage of any portable basketball goal in view of the street or a common area when not in use is prohibited.

IT IS FURTHER RESOLVED that these Rules are effective upon adoption hereof and publication to the Owners, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing Rule was adopted by the Board at a meeting of the same and has not been modified, rescinded or revoked.

DATED: 10-3-08

James Otto, Secretary

D217184408 8/10/2017 3:54 PM PGS 17 Fee: $80.00 Submitter: SIMPLIFILE
Electronically Recorded by Tarrant County Clerk in Official Public Records Mary Louise Garcia Mary Louise Garcia

SEVENTH SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR GRAND PENINSULA

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

This Notice of Filing of Dedicatory Instruments for Grand Peninsula ("Notice") is made this 10TH day of August, 2017, by **GRAND PENINSULA OWNERS ASSOCIATION, INC.** ("Association").

W I T N E S S E T H:

WHEREAS, W/J Grand Peninsula, L.P. ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc." on or about June 12, 2002, at Volume 15742, Page 0004-0001 of the Real Property Records of Tarrant County, Texas (the "Declaration"), and which Declaration was subsequently supplemented by multiple Supplemental Declarations recorded in the Real Property Records of Tarrant County, Texas, and which Declaration was subsequently amended by an instrument(s) also recorded in the Real Property Records of Tarrant County, Texas; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association has previously recorded the following notices of dedicatory instruments in the Real Property Records of Tarrant County, Texas:

"Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded July 23, 2003 as Clerk's Instrument No. D203264168 and at Volume 16960, Page 0288-001;

"Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded March 29, 2006 as Clerk's Instrument No. D206089801;

"Certificate for Recordation of Dedicatory Instrument for Grand Peninsula Owners Association, Inc." – recorded October 23, 2008 as Clerk's Instrument No. D208404804;

"Certificate for Recordation of Dedicatory Instrument for Grand Peninsula Owners Association, Inc." – recorded November 20, 2008 as Clerk's Instrument No. D208433937;

"Second Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded October 30, 2009 as Clerk's Instrument No. D209286879;

"Third Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded June 9, 2010 as Clerk's Instrument No. D210137291;

"Fourth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded January 17, 2012 as Clerk's Instrument No. D212011046;

"Fifth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded November 6, 2013 as Clerk's Instrument No. D213288120; and

"Sixth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded October 2, 2014 as Clerk's Instrument No. D214216960.

WHEREAS, the Association desires to record the additional dedicatory instrument(s) attached hereto as Exhibit "A" and incorporated herein by reference.

NOW, THEREFORE, the dedicatory instrument(s) attached hereto as Exhibit "A" is/are hereby filed of record in the Real Property Records of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

GRAND PENINSULA OWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: _____

David A. Surratt, Esq.
Riddle & Williams, P.C.
Attorneys for Grand Peninsula Owners Association, Inc.

[ACKNOWLEDGMENT ON NEXT PAGE]

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared David A. Surratt, Esq. of the law firm of Riddle & Williams, P.C. 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 therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 10TH day of August, 2017.

Kathryn J Lee

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

KATHRYN J. LEE
My Notary ID # 1645367
Expires July 29, 2021

[REMAINDER OF PAGE LEFT BLANK]
[EXHIBITS IDENTIFIED ON NEXT PAGE]

EXHIBIT "A"

DEDICATORY INSTRUMENT

A-1 Amended and Restated Covenant Enforcement and Fining Policy (adopted July 19, 2017)

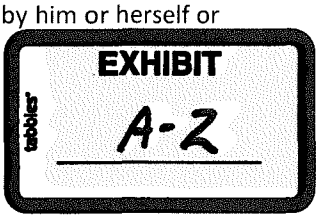
A-2 Pool Rules & Regulations (revised April 24, 2017)

A-3 Fitness Center User Liability Agreement and Rules

AFTER RECORDING, RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

Grand Peninsula Owners Association Pool Rules & Regulations

1. The Association may change the pool rules as deemed appropriate.
2. The pool may be closed from time-to-time for the purpose of cleaning, adding chemicals, security, or other reasons deemed necessary.
3. The pool is for the exclusive use of Grand Peninsula residents & their guests.
4. All residents requesting a pool access device are required to sign the Pool Use Agreement, provide current contact information and pay appropriate fee. Only two access devices allowed per homeowner.
5. The amenities are for the use of Grand Peninsula residents in good standing only. Any resident more than 30 days delinquent on assessments or other fees due to the Association will have their access device disabled. Rules violators may have their access devices disabled.
6. Pool users are identified as, and limited to, the owner and/or resident(s) of record, their children, and guests, maximum of three (3) guests; residents are defined as the legally responsible owner or tenant.
7. Residents are responsible for the conduct of their children & guests at all times.
8. Residents must accompany their children & guests (maximum of three (3) guests per owner/resident) at all times while in the pool & surrounding pool area.
9. Children under the age of eighteen (18) must be accompanied by someone eighteen (18) years of age or older who can provide supervision of the child for the safety of the child and for the enjoyment of other residents and guests using the pool facilities.
10. The Association does not employ a lifeguard & assumes NO responsibility for the safety of any persons using the pool.
11. NO running, pushing, hitting, biting, spitting, hair pulling, boisterous play or scuffling is permitted in the pool or pool area.
12. Diving and performing flips not permitted.
13. NO throwing of hard objects; all balls must be soft, foam based balls, similar to Nerf brand balls.
14. NO eating or drinking while in the pool.
15. Use of tobacco and all tobacco related products is prohibited.
16. Pool gate(s) must remain latched and locked at all times, do not prop gates open.
17. Do not open the gate for others, or allow others to enter the gate as you leave. Access device(s) will be disabled for one (1) week for any resident, guest or child who is responsible for allowing access to others in this manner. If this rule is violated a second, time, the access device will be disabled for three (3) weeks. Any additional violations of this rule will result in the disabling of the access device for the remainder of the pool season. The owner of the access device used to gain access will be held responsible for any damages caused by unauthorized access facilitated by that card holder.
18. For the purpose of keeping the pool safe and restricted to Grand Peninsula residents, gate malfunctions, fallen or damaged signs, or other malfunctioning equipment or facilities should be immediately reported to the managing agent.
19. If you lose your access device, you must notify the Managing agent immediately, as you will be held responsible for any misbehavior or damages caused by person(s) accessing the pools with your access device until proper notification has been made.
20. A resident will be held financially responsible for any damage(s) or vandalism caused by him or herself or their guests.



21. Public intoxication is not permitted in the pool area. Any person suspected of intoxication will be asked to leave and risks losing all pool privileges.
22. Pool users must not enter the fountain area at the Grand Peninsula Blvd. pool.
23. Pool Users shall not remove furniture from the pool area for any purpose (including removal for use at the playground).
24. All bobby pins, hair pins and other such materials shall be removed before entering the pool.
25. Only proper swimsuits are permitted, no diapers, cut-offs or thongs.
26. Swim diapers are permitted. No diaper changing is permitted in the pool area, except at the designated baby changing stations in the pool restrooms.
27. Pool users are responsible for cleaning up the area they use. The Association will not be responsible for any items/articles left at the pool.
28. Large parties, defined as more than three (3) guests per household, must schedule a "pool party" with the management office, in writing, no less than two (2) weeks in advance. Such parties require a properly completed Amenities Use Agreement, as well as a security deposit.
29. All pool users who drive to the pools must park in designated parking spaces in the parking lots provided. Parking is not allowed on any street.
30. All residents should be aware that the pool area is monitored by video surveillance devices which will be used to aid in the enforcement of the rules, and in the prosecution of any crime.
31. City code violations could result in immediate closure of the pool by the city, and loss of use to all residents. All residents are therefore responsible to help maintain compliance.

PER CITY ORDINANCE:

1. Pool users must shower prior to entering the swimming or wading pool.
2. Pool users shall not create disturbing activity or noise that may infringe on the rights, comforts or convenience of other residents.
3. Any audio or video equipment permitted only with the use of headphones or ear buds for private listening.
4. Any resident seeking permission to play music out loud must do so in conjunction with an approved party only, and must seek specific permission to play that music from the Board of Directors. The volume of the music will be played at a decibel level that does not disturb neighbors living near the pool.
5. Any electronic devices must be operated on battery power.
6. NO extension cords are permitted in the pool area.
7. Any person having open wounds, skin disease, sore or inflamed eyes, nasal or ear discharges or any communicable diseases shall not be permitted inside the pool.
8. NO glass containers of any kind in the pool or surrounding pool area.
9. NO pets of any kind allowed in the pool or surrounding pool area.
10. Pool safety devices are located at each pool area for use in an emergency. No resident or guest shall remove or tamper with any pool safety device.

NO LIFEGUARD ON DUTY! SWIM AT YOUR OWN RISK!

Revised 4/24/17

APPLICATION OF PAYMENTS POLICY

D219248462 10/30/2019 8:21 AM PGS 5 Fee: $35.00 Submitter: SIMPLIFILE
Electronically Recorded by Tarrant County Clerk in Official Public Records
Mary Louise Nicholson

NINTH SUPPLEMENT
TO
NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
GRAND PENINSULA

[Fitness Center User Liability Agreement and Rules]

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

This Notice of Filing of Dedicatory Instruments for Grand Peninsula ("Notice") is made this 29th day of October, 2019, by **GRAND PENINSULA OWNERS ASSOCIATION, INC.** ("Association").

W I T N E S S E T H:

WHEREAS, W/J Grand Peninsula, L.P. ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc." on or about June 12, 2002, at Volume 15742, Page 0004-0001 of the Real Property Records of Tarrant County, Texas (the "Declaration"), and which Declaration was subsequently supplemented by multiple Supplemental Declarations recorded in the Real Property Records of Tarrant County, Texas, and which Declaration was subsequently amended by an instrument(s) also recorded in the Real Property Records of Tarrant County, Texas; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association has previously recorded the following notices of dedicatory instruments in the Real Property Records of Tarrant County, Texas:

"Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded July 23, 2003 as Clerk's Instrument No. D203264168 and at Volume 16960, Page 0288-001;

"Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded March 29, 2006 as Clerk's Instrument No. D206089801;

"Certificate for Recordation of Dedicatory Instrument for Grand Peninsula Owners Association, Inc." – recorded October 23, 2008 as Clerk's Instrument No. D208404804;

"Certificate for Recordation of Dedicatory Instrument for Grand Peninsula Owners Association, Inc." – recorded November 20, 2008 as Clerk's Instrument No. D208433937;

"Second Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded October 30, 2009 as Clerk's Instrument No. D209286879;

"Third Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded June 9, 2010 as Clerk's Instrument No. D210137291;

"Fourth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded January 17, 2012 as Clerk's Instrument No. D212011046;

"Fifth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded November 6, 2013 as Clerk's Instrument No. D213288120; and

"Sixth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded October 2, 2014 as Clerk's Instrument No. D214216960.

"Seventh Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded August 10, 2017 as Clerk's Instrument No. D217184408.

"Eighth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded August 24, 2017 as Clerk's Instrument No. D217196386.

WHEREAS, the Association desires to record the additional dedicatory instrument(s) attached hereto as Exhibit "A" and incorporated herein by reference.

NOW, THEREFORE, the dedicatory instrument(s) attached hereto as Exhibit "A" is/are hereby filed of record in the Real Property Records of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

GRAND PENINSULA OWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: _____

David A. Surratt, Esq.
Riddle & Williams, P.C.
Attorneys for Grand Peninsula Owners Association, Inc.

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared David A. Surratt, Esq. of the law firm of Riddle & Williams, P.C. 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 therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 29th day of October, 2019.

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

KATHRYN J. LEE
My Notary ID # 1645367
Expires July 29, 2021

[REMAINDER OF PAGE LEFT BLANK]
[EXHIBIT IDENTIFIED ON NEXT PAGE]

EXHIBIT "A"

DEDICATORY INSTRUMENT

A-1 Fitness Center User Liability Agreement and Rules

Grand Peninsula Owners Association (GPOA), Inc.
Fitness Center User Liability Agreement and Rules

NOTICE: By entering this facility and/or using the gym equipment, you agree to the *'User Liability Agreement'* and to adhere to *'Fitness Center Rules'*.

User Liability Agreement

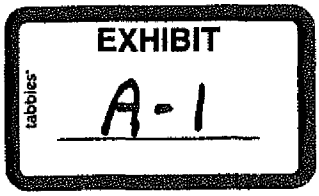
- Use of the GPOA Fitness Center and fitness equipment is at your own risk.
- GPOA is not responsible for any injury, lost or stolen items.
- The Fitness Center is for the exclusive use of Grand Peninsula residents and accompanied guests.
- No one under the age of 16 is allowed in the Fitness Center. Ages 16-17 must be accompanied by an adult 18 or older, with proper identification.
- Violation of the rules, disruptive or inappropriate behavior may result in loss of Fitness Center privileges.
- Misuse or horseplay that damages this facility or the equipment will result in the loss of Fitness Center privileges; GPOA may seek reimbursement for associated repair costs.
- The Fitness Center is not staffed; however, it is under 24-hour video monitoring.

Fitness Center Rules

- Properly use equipment at all times.
- Do not drop weights on the floor during exercise.
- During peak hours or when someone is waiting to use the equipment, please be courteous and limit your time to 30 minutes on cardiovascular equipment.
- Re-rack weights and other fitness equipment in the appropriate slots when finished.
- Wipe equipment surfaces with the provided disinfectant wipes after each use.
- Absolutely no fitness equipment may be removed from the Fitness Center under any circumstances.
- No personal trainers for hire.
- Proper athletic attire should always be worn (i.e. athletic shoes, shirts, and shorts).
- Keep volume of sound system at a reasonable level.
- GPOA Fitness Center and Community Center are both smoke free environments.
- No glass containers.
- Food and alcoholic beverages may not be brought into or consumed in the Fitness Center.
- Please pick up after yourself (water bottles, towels, etc.) and throw away garbage before leaving.
- Promptly report fitness center and equipment issues to the GPOA Community Center staff.
- No pets, other than service animals are allowed in the fitness center.

In the event of emergency, call 911.

GPOA Community Center
2603 N. Grand Peninsula Drive
817-453-6160
CMA On Call Manager - After Hours for Emergencies Only 972-824-5159



Grand Peninsula
Owners Association, Inc.

Application of Payments Policy

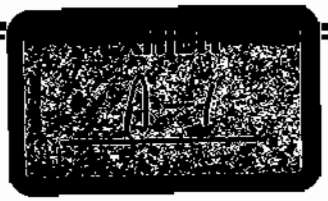
WHEREAS, the Board of Directors (the "Board") of Grand Peninsula Owners Association, Inc. (the "Association") desires to establish a Policy for the Application of Payments received from owners which satisfies the new priority of payments schedule created by Section 209.0063 of the Texas Property Code; and

WHEREAS, THE Board adopts the following poliey in order to comply with Section 209.0063 of the Texas Property Code; and

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

Except as otherwise authorized by law, payment received by thc Association from an owner shall be applied to the owner's debt in the following order of priority:

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



This policy shall supersede and render null and void any and all previously adopted application of payment policies adopted by the Board.

IT IS FURTHER RESOLVED that this Applieation of Payments Policy is effective on January 1, 2012, to remain in effect until revoked, modified, or amended.

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

Chad Edwards

Name: Chad Edwards

Title: Secretary

Date: 12/15/11

PAYMENT PLAN POLICY

Grand Peninsula
Owners Association, Inc.

Payment Plan Policy

WHEREAS, the Board of Direetors of Grand Peninsula Owners Assoeiation, Ine. (the "Assoeiation") wishes to adopt reasonable guidelines to establish an alternative payment sehedule (hereafter known as "Payment Plan") by which an owner may make partial payments to the Assoeiation for delinquent regular assessments, special assessments, or any other amount owed to the Assoeiation; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code that becomes effective January 1, 2012; and

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

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

Upon the request of an cligible owner with a delinquent account with the Assoeiation, the Board shall enter into a Payment Plan with such owner, subjeet to the following guidelines:

a. A Payment Plan is only available to owners who have **delinquent** regular assessments, special assessmcnts or any other amount owed to thc Association.

b. During the course of a Payment Plan, additional monetary penalties, other than reasonable costs associated with administration of the Payment Plan and interest, shall not be charged to the owner's account.

c. From the date of the owner's request, delinquent balances over $1,000.00 shall be paid over a period of 12 months with an initial payment of 20% of the amount owed to cover the first month's payment and remaining payments in equal installments. Payments must be received by the Assoeiation no later than the 15th day of each month.

OR

From the date of the owner's request, delinquent balances between $501.00 and $1,000.00 shall be paid over a period of 9 months with an initial payment of 25% of the amount owed to cover the first month's payment and remaining payments in equal installments. Payments must be received by the Association no later than the 15th day of each month.

OR

From the date of the owner's request, delinquent balances below $500.00 shall be paid over a period of 6 months with an initial payment of 30% of the amount owed to cover the first month's payment and remaining payments in equal installments. Payments must be reeeived by the Assoeiation no later than the 15th day of eaeh month.

d. A Payment Plan will not be made available, except at the sole diseretion of the Board, to owners who have failed to honor terms of a previous Payment Plan during the two years following the owner's default of sueh Payment Plan.

e. All other terms of a Payment Plan are at the discretion of the Board of Directors.

This policy shall supersede and render null and void any and all previously adopted payment plan polieies adopted by the Board.

IT IS FURTHER RESOLVED that this Payment Plan Policy is effective on January 1, 2012, to remain in effect until revoked, modified, or amended.

This is to certify that the foregoing Payment Plan Policy was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

Christina Kane

Name: Christina Kang

Title: President

Date: 12/30/2011

RECORDS PRODUCTION AND COPYING POLICY

Grand Peninsula
Owners Association, Inc.

Records Production and Copying Policy

WHEREAS, THE Board of Directors (the "Board") of Grand Peninsula Owners Association, Inc. (the "Association") is required to establish a reeords production and eopying policy which shall govern the costs the Association will charge for the compilation, production, and reproduction of information pursuant to Section 209.005 of the Texas Property Code; and

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

1. Every owner of a lot in the Association is cntitled to inspeet and copy the Assoeiations books and records of the Association, including financial records. An owner, or a person designated by the owner as thc owner's agent, attorncy, or certified public accountant may inspect records after a written request has been submitted.
2. An owner or owner's authorized representative must submit a written request for access or information by certified mail, with sufficient detail deseribing thc property owners' association's books and records requested, to the mailing address of the association or authorized representative as reflected on the most current management certificatc filed under Seetion 209.004. The request must eontain an election either to inspect the books and records before obtaining copies or to have the property owners' assoeiation forward copies of the requested books and records.
3. If an inspection is requested, thc association, on or before the 10th business day aftcr thc date the association receives thc request, shall send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the association.
4. If copies of identified books and records are requested, the association shall, to the extent those books and records are in the possession, custody, or control of the association, produce the requested books and records for the requesting party on or before the 10th business day after the date the association receives the request.
5. If the Association is unable to produce the books or records requested on or before the 10th business day after the date the assoeiation receives the request, the association will provide to the requestor written notiee that:

    a) Informs the requestor that the association is unable to produce the information on or before the 10th business day after the date the association received the request; and

b) States a date by which the information will be sent or made a available for inspection to the requesting party that is not later than the 15th business day after the date of the letter provided under this paragraph 5.

6. Any inspection shall take place during normal business hours at a mutually-agreed upon time. All inspections shall take place at the office of the Association's management company or such other location as designated by the Association. The Assoeiation may produce all requested books and records in hard eopy, eleetronic, or other format reasonably available to the Association.
7. An owner is responsible for costs related to the compilation, production, and reproduction of the books and records of the Association. Costs shall be the same as all costs under Texas Administrative Code Section 70.3, and are subject to increase in the event T.A.C. Section 70.3 is amended. Any inerease in costs provided for in 70.3 of the T.A.C. is hereby ineorporated by reference for all purposes as if set forth verbatim. Relevant current costs from T.A.C. 70.3 are below:

a) Copy Charges

1) Standard paper eopy. The charge for standard paper copies reprodueed by means of an office machine copier or a eompute printer is $.10 per page or part of a page. Each side that has recorded information is considered a page.

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

a. Diskette--$1.00;

b. Magnetic tape—actual cost;

e. Data Cartridge—actual cost;

d. Tape cartridge—actual cost;

e. Rewritable CD (CD-RW)--$1.00;

f. Non-rewritable CD)CD-R)--$1.00;

g. Digital Video dise (DVD)--$3.00;

h. JAZ drive—actual eost;

i. Other electronie media—aetual cost;

j. VHS video cassette--$2.50;

k. Audio cassette--$1.00;

l. Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper—$.50;

m. Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographics)—actual cost.

b) Labor charge for locating, compiling, manipulating data, and reproducing information.

1) The charge for labor costs incurred in processing a request for information is $15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information. A labor charge shall not be made for complying with a request where the records to be copied are 50 or fewer pages unless the records to be copied are located in a remote storage facility.

2) When confidential information is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages.

c) Overhead charge

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

2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records.

3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as

follows: Labor eharge for locating, compiling, and reprodueing, $15.00 x .20 = $3.00.

d) Miseellaneous supplies. The actual cost of miscellancous supplies, such as labels, boxes, and other supplies used to produce thc requested information, may be added to the total charge.

e) Postal and shipping eharges. The Assoeiation may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

8. The Association may require advance payment of the estimated costs of compilation, production, and reproduetion of the requested information. If the estimated costs are lesser or greater than the actual eosts, the Association shall submit a final invoiee to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Assoeiation before the 30th day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated eosts exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.

This policy shall supersede and render null and void any and all previously adopted Records Production and Copying policy adopted by the Board.

IT IS FURTHER RESOLVED that this Records Production and Copying Policy is cffective on January 1, 2012, to remain in effect until revoked, modified, or amended.

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

Christina Kang

Name: Christina Kang

Title: President, Board of Directors

Date: 12-15-2011

RECORDS RETENTION POLICY

Grand Peninsula
Owners Association, Inc.

Record Retention Policy

WHEREAS, the Board of Directors (the "Board") of Grand Peninsula Owners Association, Inc. (the "Association") desires to adopt a Record Retention Policy in order to be in complianee with Section 209.005(m) of the Texas Property Code; and

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

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

1. Governing Doeuments - All governing documents including but not limited to certificates of formation, bylaws, restrictive covenants, design guidelines, and all amendments and supplements thereto shall be retained permanently.

2. Financial Records – Finaneial books and records to include tax returns, audits of the Association's books, invoices paid by the Assoeiation, bank statements, and eaeh year's budget shall be retained for seven years.

3. Record of Owners' Account – Account reeords of current owners to inelude transaction ledgers, violations, arehitectural requests, and disputes shall be retained for fivc years.

4. Contracts – Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.

5. Minutcs of Meetings – Minutes of Annual and Special Meetings of the Members, Board meetings, and committee meetings minutes shall be retained for seven years.

In the event the Association is served with any subpoena, request for doeuments, becomes aware of a governmental investigation, or origination of any litigation coneerning the Association, all documents pertaining to such investigation, claim, or litigation shall be retained indefinitely. Additionally, any further disposal of documents shall be suspended and shall not be reinstated until completion of the investigation or litigation until such time as the Board, with the advicc of legal eounsel determines otherwise.

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

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

Christina Kang

Name: Christina Kang

Title: President, Board of Directors

Date: 12-15-2011

EMAIL REGISTRATION POLICY

Grand Peninsula
Owners Association, Inc.

EMAIL REGISTRATION POLICY

WHEREAS, pursuant to Section 209.0051(e) of the Texas Property Code, the Board of Directors of Grand Peninsula Owners Association, Inc. (the "Association") is permitted to send notice of Board meetings to the members via e-mail to each owner who has registered an e-mail address with the Association; and

WHEREAS, pursuant to Section 209.0051(f) of the Texas Property Code, it is an owner's duty to keep an updated e-mail address registered with the Association.

NOW, THEREFORE, IT IS RESOLVED, the following procedures and practices are established for the registration of e-mail addresses with the Association, and the same are to be known as the "Email Registration Policy" of the Association.

1. Purpose. The purpose of this Email Registration Policy is to facilitate proper notice of regular and special Board meetings of the Association pursuant to Section 209.0051(e) of the Texas Property Code.

2. Registration. Each owner is responsible to register his or her e-mail address with the Association if he/she desires to receive email notifications of meetings, and it is the owner's responsibility to keep his or her registered e-mail address up-to-date and accurate. In order to register his/her email address, the owner must access the website for the Association's management company, RTI/Community Management Associates, Inc., whieh is located at www.cmamanagement.com, and properly fill out the registration form on that website. Please allow seven (7) business days from submission of an e-mail address for the Assoeiation to update its records. *Correspondence to the Association and/or its property manager from an email address or by any method other than the above-designated website is not sufficient to register such email address with the Association.*

3. Failure to Register. In the event an owner fails to register and/or maintain an aecurate e-mail address with the Association, the owner may not receive e-mail notification of regular and special Board meetings. The Association has no obligation to actively seek out a eurrcnt e-mail address for each owner. In addition, the Association has no obligation to investigate or obtain an updated e-mail address for owners whose current registered e-mail address is returning an e-mail delivery failure message/ undeliverable message.

4. Definitions. The definitions contained in the Association's dedicatory instrumcnts are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Email Registration Policy is effective upon adoption hereof, to remain in force and effeet until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 01-03-2012, and has not been modified, rescinded or revoked.

DATE: 1-3-2012

BY: Christine Long

ITS: President

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
Grand Peninsula Owuers Association, Inc.

Conveyance of Association Owned Units

By affirmative vote, the Directors of the Grand Peninsula Owners Association, Inc. ("Association"), hereby adopt the following resolution as an official action of the Board of Directors ("Board") of the Association and hereby direct that this action bc filed with the minutes of the proceedings of the Board of Directors of the Association:

WHEREAS, the **Grand Peninsula Owners Association, Inc.**, a Texas nonprofit eorporation, is given specific rights and obligations pursuant to Article IV of the Declaration;

WHEREAS, pursuant to Article IV, Section, 2 of the Deelaration of the Assoeiation, the Association through action of its Board of Directors, may aequire, hold, and dispose of tangible and intangible personal property and real property, subject to such restrictions as are set forth in the Deelaration, By Laws, Artieles of Incorporation and any restrictions set forth in the deed of conveyance;

WHEREAS, the Board of Directors determines to eonvey units the association acquired by assessment lien deeds dated May 6, 2010 referred to in Exhibit A attaehed hcreto;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors voted to convey units referred to in Exhibit A to Wynne/Jackson, Inc. for the sum of $26,500 per unit.

BOARD OF DIRECTORS:

Christina Kang, Board Presidcnt

12/7/2010
Date

EXHIBIT "A"

Lots 17 through 19, Block E, of The Coast at Grand Peninsula, an addition to the City of Grand Prairie, Tarrant County, Texas, according to the Plat recorded in Cabinet A, Slide 9395, Plat Records, Tarrant County, Texas

Basketball Goals

The installation of permanent basketball goals is not allowed. Only portable, collapsible basketball goals are permitted, but with the following restrictions:

1. Portable basketball goals may only be set up for use in a driveway or the back yard. They may not be set up in the roadway or within 15' of the roadway.
2. Portable basketball goals must be folded and put away out of view when not in use. For example, they may not be left out and in view after use in the morning or afternoon, based on their planned use later in the day. Likewise, they may not be left out and in view after use in the evening, based on their planned use the next day. When their use is completed for that period of time, they must be put away and stored out of view.

Flagpoles/Flags

The installation of flagpoles and house flag mount for the display of flags in accordance with US/Texas flag code is acceptable under the following conditions:

1. Flagpoles in rear and side yards shall be within 20 of the house. Flagpoles in front yards must be within 15' of the house, but in no case shall a flagpole be allowed within the public right of way.
2. Flagpoles shall not exceed 20' in height and shall maintain a vertical alignment.
3. Flagpole colors shall be bronze, black or anodized aluminum.
4. Flags shall be no larger than 3' x 5' in size but must be in proportion to the height of the pole.
5. House mounted flags shall be flown from a professionally designed permanent house mounting (3' x 5' Flagpole Kit with steel holder and brackets). One 3' x 5' decorative permanent house mounted flag is allowed.
6. Flags shall only be mounted to either a permanent house mounting or attached to a permanent flagpole that has been installed in cement. Flags shall not be flown from nor displayed from any other location.
7. No more than two flags shall be displayed at any one time, and each lot is limited to one flagpole.
8. Accent lighting of flagpoles or house mountings shall use uplights to illuminate the flag only. The lighting shall be permanently installed. Spillage or light or glare from one property to another shall be avoided.
9. Halyard noise shall be kept to a minimum, e.g. use non-metallic fasteners instead of metal fasteners.
10. Homeowners shall follow US/Texas flag code at all times.
11. Only flags are allowable to be flown from any pole or house mount without additional approval. No windsocks are allowed.
12. All installations shall be submitted and approved prior to project start in accordance with the Article XI of the CC&Rs.

Rain Collection/Storage Devices

The installation of devices for the collection of rainfall through the gutter / downspout system (for the purpose of supplemental irrigation) is acceptable under the following conditions:

1. The storage device and support equipment should be earth tone in color and blend in with surroundings.
2. The storage device must be installed only within a fenced area and may not be visible above the fence or from a common area.

3. It must be completely concealed from public view by fencing and landscaping.
4. Only one storage device may be installed per downspout and may only be installed on existing approved downspouts.
5. The system must be "closed".
6. Overflow must be directed away from the house and not create drainage problems (standing water).
7. The system must be operated in a sanitary manner.
8. The system should be consistent with the exterior of the home.
9 All installations shall be submitted and approved prior to project start in accordance with the Article XI of the CC&Rs.

Religious Displays

The installation of religious displays on a door or in a doorway is acceptable under the following conditions:

1. It does not threaten public health or safety.
2. It does not violate the law.
3. It does not have obviously offensive language or graphics.
4. It cannot be in a location other than the entry or door frame or extending past the outer edge of the door frame.
5. It must have a total cumulative area of 25 square inches or less.
6. It cannot change the material or color of the door in violation of the governing documents.
7. All installations shall be submitted and approved prior to project start in accordance with the Article XI of the CC&Rs.

Solar Devices and Roofing Materials

The installation of solar panels and shingles of certain materials made to resist wind and hail, provide heating/cooling efficiency, or generate solar energy, as long as they resemble other approved shingles in the subdivision, are more durable or of better quality than shingles specified in the governing documents, and they match the aesthetics of the property surrounding the owner's property, is acceptable under the following conditions:

1. Is not in violation of any law;
2. Is not installed on property owned or maintained by the association;
3. Is not installed in common areas;
4. Is installed only on the owner's roof or in his or her fenced-yard or patio;
5. Is installed so that the device does not extend beyond the roofline;
6. Is not taller than the fence line;
7. Is not installed in a manner that voids material warranties;
8. So long as the device does not "substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities." However, owners can overcome this argument by getting all neighboring owners' written approval.
9. All installations shall be submitted and approved prior to project start in accordance with the Article XI of the CC&Rs.

Electronically Recorded
Official Public Records

Tarrant County Texas
1/17/2012 10:42 AM
D212011046

Mary Louise Garcia
$116.00
Submitter: AOS

FOURTH SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR GRAND PENINSULA

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

THIS FOURTH SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR GRAND PENINSULA (this "Fourth Supplement") is made this 30th day of December, 2011, Grand Peninsula Owners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, W/J Grand Peninsula, L.P. (the "Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc." on or about June 12, 2002, at Volume 15742, Page 0004-0001 *et seq.* of the Real Property Records of Tarrant County, Texas (the "Declaration"), and which Declaration was subsequently supplemented by multiple Supplemental Declarations recorded in the Real Property Records of Tarrant County, Texas, and which Declaration was subsequently amended by an instrument(s) also recorded in the Real Property Records of Tarrant County, Texas; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on or about July 23, 2003, the Association recorded a Notice of Filing of Dedicatory Instruments for Grand Peninsula as Clerk's Instrument No. D203264168 at Volume 16960, Page 0288-001 of the Real Property Records of Tarrant County, Texas (the "Notice"); and

WHEREAS, on or about March 29, 2006, the Association recorded a [First] Supplement to the Notice of Filing of Dedicatory Instruments for Grand Peninsula as Clerk's Instrument No. D206089801 of the Real Property Records of Tarrant County, Texas; and

WHEREAS, on or about October 23, 2008, the Association recorded a Certificate for Recording of Dedicatory Instruments for Grand Peninsula as Clerk's Instrument No. D208404804 of the Real Property Records of Tarrant County, Texas; and

WHEREAS, on or about November 20, 2008, the Association recorded an additional Certificate for Recording of Dedicatory Instrument for Grand Peninsula as Clerk's Instrument No. D208433937 of the Real Property Records of Tarrant County, Texas; and

WHEREAS, on or about October 30, 2009, the Association recorded a Second Supplement to the Notice of Filing of Dedicatory Instruments for Grand Peninsula as Clerk's Instrument No. D209286879 of the Real Property Records of Tarrant County, Texas; and

WHEREAS, on or about June 9, 2010, the Association recorded a Third Supplement to the

Notice of Filing of Dedicatory Instruments for Grand Peninsula as Clerk's Instrument No. D210137291 of the Real Property Records of Tarrant County, Texas; and

WHEREAS, the Association desires to further supplement the Notice by recording the dedicatory instruments set out in **Exhibit "A"** attached hereto and incorporated herein.

NOW, THEREFORE, the dedicatory instruments identified in **Exhibit "A"** and attached hereto are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Tarrant Counties, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Fourth Supplement to be executed by its duly authorized agent as of the date first above written.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Exhibit "A"

A-1 Application of Payments Policy

A-2 Payment Plan Policy

A-3 Records Production and Copying Policy

A-4 Records Retention Policy

A-5 Email Registration Policy

A-6 Resolution [Covenant Compliance Inspection]

A-7 Time-Saving Operational Guidelines for Assessment Collection

A-8 Conveyance of Association Owned Units

A-9 Pool Rules & Regulations

A-10 Update to GPOA Modifications Policies

Grand Peninsula
Owners Association, Inc.,
A Texas non-profit corporation

By: Christina Kang

Its: President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared Christina Kang, President of Grand Peninsula Owners Association known to 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 on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 30th day of December, 2011.

A. H. GRIFFIN
Notary Public
STATE OF TEXAS
My Comm. Exp. Feb. 03, 2015

A. H. Griffin
Notary Public, State of Texas

My Commission Expires: 2/3/15

FINE STRUCTURE POLICY

41

D203150004

NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR GRAND PENINSULA

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

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR GRAND PENINSULA (this "Notice") is made this 30th day of June, 2003, by Grand Peninsula Owners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, W/J Grand Peninsula, LP ("Declarant") prepared and declared an instrument entitled "Declaration of Covenants, Conditions and Restriction for Grand Peninsula Owners Association, Inc." recorded at Volume 15742, Page 0004 *et seq.* of the Real Property Records, Tarrant County, Texas (the "Declaration"), as amended and supplemented; and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, which development is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instruments in the real property records of Tarrant County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as Exhibit "B" are true and correct copies of the originals and are hereby filed of record in the real property records of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

GRAND PENINSULA OWNERS ASSOCIATION, INC.
a Texas non-profit corporation

By: _____

Its: Managing Agent for Grand Peninsula Owners Assoc.

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Leslie Newton, Managing Agent of Grand Peninsula Owners Association, Inc., known to 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 on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 30th day of June, 2003.

Kathryn J. Lee
Notary Public, State of Texas

My Commission Expires:

Kathryn J. Lee
Notary Public, State of Texas
My Commission Expires
JULY 08, 2005

AFTER RECORDING, RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Blvd, Suite 1050
Dallas, Texas 75219

EXHIBIT "B"

DEDICATORY INSTRUMENT

1. Articles of Incorporation of Grand Peninsula Owners Association, Inc.

2. Fine Structure and Policy

1. Grand Peninsula Owners Association - Pool Rules & Regulations

D205100390

EXHIBIT "A"

Land Initially Submitted

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in the City of Grand Prairie, Tarrant and Dallas Counties, Texas, being more particularly described as:

(a) Lots 1 through 7 of Block A, Lots 33 through 53 of Block A, Lots 1 and 19 through 32 of Block B, Lots 1 through 5 of Block C, and Lots 1 through 9 of Block D as shown on that Certain Final Plat of Lakeside At Grand Peninsula, an ADDITION TO THE City of Grand Prairie, Balis Estes Survey Abstract No. 483 and Robert Crawford Survey Abstract No. 263, Tarrant County, Texas as recorded in Cabinet A Slides 7333 and 7334 in Tarrant County Deed Records on March 18, 2002;

(b) Lots 1 through 39 of Block E, Lots 1 through 25 of Block F, Lots 1 through 19 of Block G, Lots 1 through 20 of Block H, Lots 1 through 14 of Block I, and Lots 1 through 17 of Block J as shown on that Certain Final Plat of The Landing At Grand Peninsula, an ADDITION TO THE City of Grand Prairie, Balis Estes Survey Abstract No. 483 Tarrant County, Texas, Bales Estes Survey Abstract No. 1707 Dallas County, Texas, Robert Crawford Survey Abstract No. 263 Tarrant County, Texas, and G.A. Bowman Survey Abstract No. 1982 Tarrant County, Texas as recorded in Cabinet A Slides 7331 and 7332 in Tarrant County Deed Records on March 18, 2002 and in Volume 2002053 Page 01751 in Dallas County Deed Records on March 18, 2002; and

(c) Lots 1 through 28 of Block K, Lots 1 through 22 of Block L, Lots 1 through 15 of Block M, Lots 1 through 12 of Block N, Lots 1 through 14 of Block O, Lot 1 of Block P, and Lots 1 through 13 of Block Q, as shown on that Certain Final Plat of The Shores at Grand Peninsula Phase I, an ADDITION TO THE City of Grand Prairie, Balis Estes Survey Abstract No. 483 Tarrant County, Texas, James Estes Survey Abstract No. 488 Tarrant County, Texas, and Robert Crawford Survey Abstract No. 263, Tarrant County, Texas, recorded in Cabinet A Slides 7329 and 7330 in Tarrant County, Texas Deed Records on March 18, 2002.

NEIGHBORHOOD

Lakeside Neighborhood		Landing Neighborhood		Shores Neighborhood	
Block A,	Lots 1-7	Block E,	Lots 1-39	Block K,	Lots 1-28
Block A,	Lots 33-52	Block F,	Lots 1-4	Block L,	Lots 1-22
Block B,	Lot 1	Block F,	Lots 6-25	Block M,	Lots 1-7
Block B,	Lots 19-32	Block G,	Lots 1-19	Block M,	Lots 9-15
Block C,	Lots 1-5	Block H,	Lots 1-20	Block N,	Lots 1-12
Block D,	Lots 1-8	Block I,	Lots 1-14	Block O,	Lots 1-14
		Block J,	Lots 1-17	Block Q,	Lots 1-13

Land Subject to Annexation

ALL OR ANY TRACTS OR PARCELS OF LAND OR PLATTED LOTS LYING AND BEING IN TARRANT AND/OR DALLAS COUNTIES, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS ANY PROPERTY WITHIN A ONE (1) MILE RADIUS OF THAT PROPERTY DESCRIBED ON EXHIBIT "A" INCLUDING, WITHOUT LIMITATION, THE FOLLOWING DESCRIBED PROPERTY:

PROPOSED PUBLIC IMPROVEMENT DISTRICT
409.58 ACRE TRACT

BEING, that certain lot, tract, or parcel of land located in the James Estes Survey, Abstract No. 488 (Tarrant County), the Balis Estes Survey, Abstract No. 483 (Tarrant County) and Abstract No. 1707 (Dallas County), the Robert Crawford Survey, Abstract No. 263 (Tarrant County), and the G. A. Bowman Survey, Abstract No. 1982 (Tarrant County), in the City of Grand Prairie, Tarrant County and Dallas County, Texas, and also being all or part of those certain tracts of land as follows;

1) All of that certain tract of land described in deed to Webb Land Partners, Ltd., as recorded in Volume 9854, Page 1093, of the Deed Records of Tarrant County, Texas (DRTCT), and also recorded in Volume 90048, Page 2894, of the Deed Records of Dallas County, Texas (DRDCT);
2) All of that certain tract of land described in deed to Ge Xiong and Cheu Chou Moga (hereafter referred to as the Xiong tract), as recorded in Volume 10541, Page 524, DRTCT ;
3) Part of that certain tract of land described in Substitute Trustees' Deed to the Estate of Evelyn Weldon McMurray, Deceased, James Charles Ditto, Kathleen Jeanette Cox Glenn and Winnie Elliot (hereafter referred to as the McMurray tract), as recorded in Volume 10759, Page 1792 DRTCT;
4) All of that certain tract of land described in deed to Harold D. and Mary Lynn Camp (hereafter referred to as the Camp tract), as recorded in Volume 6636, Page 247, DRDCT;
5) And all of that certain tract of land described in deed to Joe and Geneva Caballero (hereafter referred to as the Caballero tract), as recorded in Volume 11651, Page 498, DRTCT;

Subject tract being more particularly described as follows;

BEGINNING; at a 1/2 inch iron rod with NDM cap found, said iron rod being located on a northerly described line of the aforementioned McMurray tract, and being the most westerly southwest corner of the aforementioned Webb Land Partners, Ltd. tract;

THENCE; North 04°44'55" East, passing at 4.51 feet a Government Monument found, and with a southeasterly line of that certain tract of land described in deed to the United States of America, as recorded in Volume 7061, Page 99, DRTCT, in all a distance of 1195.04 feet to a Government Monument found;

THENCE; North 59°57'05" East, continuing with the said United States of America tract, passing at 1320.66 feet a Government Monument found, in all a distance of 1329.78 feet to a 5/8 inch iron rod with top bent found in an old private road;

THENCE; South 29°38'45" East, generally with the alignment of an old private road, a distance of 2266.22 feet to a 5/8 inch iron rod with top bent found, said iron rod being

located in a southwesterly right-of-way line of Lake Ridge Parkway (called 120 foot R.O.W. at this point) according to aforementioned Webb Land Partners, Ltd. deed;

THENCE; South 58°49'20" West, passing at 30.83 feet a 5/8 inch iron rod with C & B cap found on the said southwesterly right-of-way line of Lake Ridge Parkway, in all, a distance of 1227.52 feet to a 5/8 inch iron rod found, said iron rod being the northeasterly corner of the aforementioned Xiong tract;

THENCE; South 29°45'52" East, along the northeasterly line of said Xiong tract, a distance of 1295.57 feet to a 1/2 inch iron rod found at the southeasterly corner of the Xiong tract, said iron rod also being located on the northwesterly right-of-way line of County Road No. 2148 [Hanger Lowe (Trees) Road] according to said Xiong deed (variable width right-of-way at this point);

THENCE; South 60°39'19" West, along said northwesterly right-of-way line of County Road No. 2148 according to Xiong deed, a distance of 327.64 feet to 5/8 inch iron rod found with Brookes Baker cap, said iron rod being located on the southwesterly line of the Xiong tract and the northeasterly line of the aforementioned Camp tract;

THENCE; South 28°52'46" East, with the said northeasterly line of the Camp tract, a distance of 41.21 feet to a 1/2 inch iron rod found, said iron rod being located in the called centerline of County Road No. 2148;

THENCE; South 60°00'55" West, with said centerline of County Road No. 2148, a distance of 364.67 feet to a 5/8 inch iron rod found at the southwesterly corner of the Camp tract;

THENCE; North 30°00'03" West, leaving said centerline of County Road No. 2148, and with the southwesterly line of the Camp tract, a distance of 689.43 feet to a 5/8 inch iron rod found, said iron rod being the northwesterly corner of the Camp tract;

THENCE; South 60°20'15" West, with the north line of that certain tract of land described in deed to Ronald N. Dubro and Lois D. Dubro, as recorded in Volume 4719, Page 571, DRTCT, a distance of 378.21 feet to a 1/2 inch iron rod found;

THENCE; South 60°20'52" West, with the north line of that certain tract of land described in deed to Ronald N. Dubro and Lois D. Dubro, as recorded in Volume 10667, Page 1562, DRTCT, a distance of 125.81 feet to a 1 inch iron pipe found;

THENCE; South 60°03'38" West, with the north line of that certain tract of land described in deed to James Abney, as recorded in Volume 7263, Page 993, DRTCT, a distance of 125.89 feet to a 1/2 inch iron rod found, said iron rod being the northeast corner of the aforementioned Caballero tract;

THENCE; South 29°57'23" East, with the northeasterly line of the said Caballero tract, a distance of 692.32 feet to a 1/2 inch iron rod found, said iron rod being located in the aforementioned called centerline of County Road No. 2148;

THENCE; South 60°11'58" West, with said centerline of County Road No. 2148, a distance of 313.62 feet to a 1 inch iron rod found, said iron rod being located on a northeasterly line of the aforementioned McMurray tract;

THENCE; South 29° 59' 35" East, with said centerline of County Road No. 2148 as described by said McMurray deed, a distance of 1337.35 feet to a point located at the most southerly southeast corner of the McMurray tract, according to said McMurray deed;

THENCE; South 59°56'11" West, with said centerline of County Road No. 2148 as described by McMurray deed, a distance of 2770.87 feet to a point located at the intersection of said centerline of County Road No. 2148 and the centerline of County Road No. 2017, as described by McMurray deed;

THENCE; North 29°49'41" West, generally along said centerline of County Road No. 2017 as described by McMurray deed, a distance of 3365.80 feet to a point located at the southernmost corner of that certain tract of land described in deed to the United States of America, as recorded in Volume 7017, Page 2384, DRTCT;

THENCE; North 25°44'19" East, leaving said centerline of County Road No. 2017 and with the southeasterly line of said United States of America tract as described by McMurray deed, a distance of 467.00 feet;

THENCE; North 46°09'26" East, continuing with the southeasterly line of said United States of America tract as described by McMurray deed, a distance of 19.97 feet to a point located on the westerly line of a cemetery according to said McMurray deed;

THENCE; South 12°56'11" East, with said westerly cemetery line, a distance of 18.29 feet;

THENCE; North 67°19'53" East, with the southerly line of said cemetery tract as described by McMurray deed, a distance of 213.37 feet;

THENCE; North 14°18'52" West, with the easterly line of said cemetery tract as described by McMurray deed, a distance of 209.46 feet to a point located on the aforementioned southeasterly line of the United States of America tract as described by McMurray deed;

THENCE; North 68°05'53" East, with the southeasterly line of said United States of America tract as described by McMurray deed, a distance of 249.25 feet;

THENCE; North 39°17'35" East, continuing with said southeasterly line of the United States of America tract, a distance of 1025.00 feet;

THENCE; North 59°17'48" East, continuing with said southeasterly line of the United States of America tract, a distance of 543.85 feet;

THENCE; North 82°46'53" East, continuing with said southeasterly line of the United States of America tract, a distance of 366.14 feet to a Government Monument found, said monument being the southeasterly corner of said United States of America tract, and the most southerly corner of the aforementioned United States of America tract as recorded in Volume 7061, Page 99, DRTCT;

THENCE; North 63°15'57" East, with a southeasterly line of the United States of America tract as recorded in Volume 7061, Page 99, DRTCT, a distance of 5.97 feet to a 7/8 inch iron rod found;

THENCE; South 25°56'42'East, with a northerly described line of the McMurray tract, a distance of 1.69 feet to a 1 inch iron rod found;

THENCE; North 60°00'53" East, with a northerly described line of the McMurray tract, a distance of 872.75 feet to the POINT OF BEGINNING of herein described tract, containing 409.58 acres of land, more or less.

Note: The bearings shown and recited hereon are according to the monumented northwest described line of that certain tract of land described in deed to Webb Land Partners, Ltd. recorded in Volume 9854, Page 1093, of the Deed Records of Tarrant County, Texas (N59°57'05" E).

Note: This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR GRAND PENINSULA

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

THIS SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR GRAND PENINSULA (this ASupplemental Notice") is made this 6th day of March, 2006, by Grand Peninsula Owners Association, Inc. (the AAssociation").

W I T N E S S E T H:

WHEREAS, W/J Grand Peninsula, LP (the ADeclarant") prepared and recorded an instrument entitled ADeclaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc." at Volume 15742, Page 0004 *et seq.* of the Real Property Records of Tarrant County, Texas (the ADeclaration"); and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners= association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association recorded a Notice of Filing of Dedicatory Instruments for Grand Peninsula at Volume 16960, Page 0288-001 *et seq.* of the Real Property Records of Tarrant County, Texas (the ANotice"); and

WHEREAS, the Association desires to supplement the Notice to include the dedicatory instruments identified in Exhibit A1" attached hereto and incorporated herein.

NOW, THEREFORE, the dedicatory instruments identified in Exhibit "1" and attached hereto are true and correct copies of the originals and are hereby filed of record in the real property records of Dallas and Tarrant Counties, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Supplemental Notice to be executed by its duly authorized agent as of the date first above written.

GRAND PENINSULA OWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: _____

Its: President

Dreux filed 3/8/06

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared John Brookby President of Grand Peninsula Owners Association, Inc., known to 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 on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 6th day of March, 2006.

Barbie L. Lewis
Notary Public, State of Texas

July 24, 2008
My Commission Expires

AFTER RECORDING, RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Blvd, Suite 1050
Dallas, Texas 75219

g/notice-ded/supplemental.grandpeninsula(Tarrant)

EXHIBIT "1"

1-A Rules Regarding the Occupancy, Leasing and Sale of Units

1-B Rules Regarding Signs

GRAND PENINSULA OWNERS ASSOCIATION, INC.

Rules Regarding the Occupancy, Leasing and Sale of Units

WHEREAS, Article IV, Section 3 of the Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc. (the "Declaration") authorizes the Board of Directors (the "Board") to make and enforce reasonable rules and regulations governing the use of the Properties to further define or limit the restrictions set forth in the Declaration, and Article XII, Section 27 of the Declaration authorizes the Board to adopt rules regarding leasing and sub-leasing of Units in the community of Grand peninsula; and

WHEREAS, in order to protect the equity of the individual Owners at Grand Peninsula and to preserve the character of the Grand Peninsula Owners Association, Inc. as a property owners' association, the Board deems it necessary to promulgate and enforce rules governing the occupancy, leasing and sale of Units.

NOW, THEREFORE, IT IS RESOLVED that the following rules and regulations are established by the Board for the occupancy, leasing and sale of Units within Grand Peninsula.

A. **Leasing of Units**

Leasing of Units shall be governed by the following provisions:

(1) Definition. "Leasing", as used in this Section, is defined as regular, exclusive occupancy of a Unit by any person other than the Owner for which the Owner, or any designee of the Owner, receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. For purposes of this Section, if a Unit is owned by a trust and the beneficiary of the trust is living in the Unit, that Unit shall be considered Owner-occupied rather than leased.

(2) General. Units may be leased only in their entirety. All leases shall be in writing and provide that the terms of the lease are subject to the provisions of the Declaration, Bylaws and Rules and Regulations. No transient tenants may be accommodated on a Unit. All leases must be for an initial term of not less than six (6) months unless otherwise approved by the Board, in writing. The Owner must make available to the lessee copies of the Declaration, Bylaws and the Rules and Regulations of the Association.

(3) Leasing Limitations. Upon acquiring an ownership interest in a Unit, the Owner may not lease the Unit or residence thereon, or any portion thereof, until the expiration of twelve (12) months from the date of the closing of the sale of the Unit or recording of the deed to the Unit which conveys title, whichever is earlier; provided that the Owner may lease the Unit or residence thereon pursuant to Board approval of a hardship per Paragraph (4) below. After the expiration of the twelve (12) month period, the Owner may lease the Unit subject to the other terms contained in this Amendment.

EXHIBIT
tabbies
A-1

(4) Notice of Intent to Lease and Board Approval.

(a) Subsequent to the expiration of the twelve (12) month period described in Paragraph (3) above and from and after the effective date hereof, if an Owner of a Unit which is not already subject to a lease desires to lease his Unit, the Owner must comply with the following covenants and restrictions: All leases shall be in writing and Owners shall not enter into any lease of a Unit without first receiving the prior written approval of the Board pursuant hereto. Whenever the Owner of a Unit has received a bona fide offer to lease his or her Unit and desires to accept such offer, the Owner shall give the Board or its management company a copy of the lease along with the name, address and business occupation or employment of the offeror and the identities of all persons intended to reside in the residence on the Unit. The Board shall have the power to adopt by resolution or rule the appropriate lease form to be used. The Association shall approve or disapprove of the lease within ten (10) days of receiving the copy of the lease and other information required herein. If an Owner fails to provide a copy of the lease and all other information required herein, the lease is automatically deemed to be disapproved. The Association shall respond in writing to the Owner with its approval or disapproval of the lease by placing into the custody of the U. S. mail or by hand delivery to the Owner its written response. The Association's approval or disapproval must be hand delivered or placed in the U. S. mail on or before the tenth (10^{th}) day after the Association's receipt of the copy of the lease and all other information required herein. If the Association fails to respond in writing to the Owner with its approval or disapproval within ten (10) days of its receipt of the proposed lease and all information required by this resolution, then the lease shall be deemed to be approved.

(b) With respect to Units which are subject to a lease as of the effective date hereof, the above rules do not apply. However, the Owner of such Unit is required to provide the Board or the management company with the name and address of all persons residing in the residence on the Unit. Notwithstanding the above exemption for Units already subject to a lease on the effective date hereof, upon termination of that lease, the Owner must comply with Section (4)(a) above.

(5) Hardship. Notwithstanding any provision to the contrary, the Board shall be empowered to allow leasing of one or more Units prior to the twelve (12) month leasing ban in Paragraph (3) above upon written application by an Owner to avoid undue hardship. By way of illustration and not by limitations, circumstances which would constitute undue hardship are those in which (i) an Owner must relocate his or her residence and can not, within ninety (90) days from the date the Unit was placed on the market, sell the Unit while offering it for sale at a reasonable price no greater than its current appraised market value; (ii) the Owner dies and the Unit is being administered by his or her estate; (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit; (iv) the Unit is to be leased to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents, and spouses. Those Owners who have demonstrated that the inability to lease their Unit would result in undue hardship and have obtained the requisite approval of the Board may lease their Unit for such duration as the Board reasonably determines is necessary to prevent undue hardship.

(6) Leasing Restriction. Upon the effective date hereof, no more than twenty-five

percent (25%) of the Units shall be leased at any given time. If, upon the effective date hereof, twenty-five percent (25%) or more of the Units are leased, this section does not apply to such leases. However, upon termination of existing leases on such Units, this section shall apply. If upon an Owner's submission of a lease to the Board for approval, the percentage of Units in the development which is leased is twenty-five percent (25%) or more, approval will be denied, unless the Board determines otherwise, based upon hardship of the Owner.

(7) Contents of Lease. Each Owner acknowledges and agrees that any lease of his or her Unit shall be deemed to contain the following language and that if such language is not expressly contained in the lease, then such language shall be incorporated into the lease by existence of this section. In addition, the terms and requirements contained herein automatically become a part of any lease and/or an addendum to the lease. These provisions shall also be attached to any lease as an addendum and, again, are a part of the lease regardless of whether or not physically attached to the lease. Any lessee, by occupancy of a Unit, agrees to the applicability of this section and incorporation of the following language into the lease:

> The lessee shall comply with all provisions of the Declaration, Bylaws and Rules and Regulations of the Association and shall control the conduct of all other occupants and guests of the leased Unit in order to ensure their compliance. Any violation of the Declaration, By-Laws or Rules and Regulations by the lessee, any occupant or any person living with the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Texas law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws and the Rules and Regulations of the Association, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner.
>
> The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the common area including, but not limited to, the use of all recreational facilities and other amenities.
>
> The lessee agrees to be personally obligated, to the extent of his or her rental obligations under the lease, for the payment of all assessments against the Owner which become due during the term of the lease and any other period of occupancy by the lessee or which become due as a consequence of the lessee's activities including, but not limited to, activities which violate provisions of the Declaration, the Bylaws or the Rules and Regulations of the Association. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.
>
> Upon request by the Board of Directors, the lessee shall pay to the Association all unpaid assessments, as lawfully determined and made payable during the term of the lease and any other period of occupancy by the lessee; provided, however, the

lessee need not make such payments to the Association in excess of or prior to the due dates for rental payments unpaid at the time of the Board's request. All such payments made by the lessee shall reduce, by the same amount, the lessee's obligation to make rental payments to the lessor. If the lessee fails to comply with the Board's request to pay assessments, the lessee shall pay to the Association all late charges, fines, interest and costs of collection, including, but not limited to, attorney's fees, to the same extent the lessee would be required to make such payments to the Association if the lessee were the owner of the Unit during the term of the lease and any other period of occupancy by the lessee.

(8) Compliance with Declaration, Bylaws and Rules and Regulations. Each Owner shall cause all occupants of his or her Unit to comply with the Declaration, Bylaws and the Rules and Regulations of the Association and shall be responsible for all violations and all losses or damage resulting from violations by such occupants, notwithstanding the fact that such occupants of the Unit are fully liable and may be personally sanctioned for any violation.

In the event that the lessee, or a person living with the lessee, violates the Declaration, Bylaws or a Rule or Regulation for which a fine is imposed, such fine shall be assessed against the lessee; provided, however, if the fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine.

In the event the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be assessed as an assessment against the Unit and the Owner, such being deemed an expense which benefits the leased Unit and the Owner thereof.

(9) Exempt Owners. The leasing limitations contained in Paragraph (3) shall not apply to the Association or to any institutional lender, insurer or guarantor of a mortgage who takes title to any Unit pursuant to the remedies set forth in its mortgage or security instrument.

(10) Noncompliance. Subject to the exclusions provided in Paragraph 9, upon the recording of this Rule in the Deed Records of Tarrant and Dallas Counties, Texas, any lease of a Unit in violation of this Paragraph shall be void and of no force and effect. The Association shall have the power and authority to enforce these rules in any legal manner available, as the Board deems appropriate, including, without limitation, taking action to evict the occupants of any Unit which does not comply with the requirements and restrictions hereof. **EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER UNIT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS PARAGRAPH.** Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Unit which in the judgment of the Board are reasonably necessary to monitor compliance with this Amendment.

(11) Existing Leases Unaffected. With respect to Units subject to an existing lease as

of the effective date hereof, to the extent the rules add a restriction not contained in the Declaration, these rules do not apply to the lease. However, upon termination of that existing lease, these rules become enforceable against the Unit and the Owners must comply with these rules.

B. **Ownership Restrictions and Sale of Units**

In order to protect the equity of the individual property owners at Grand Peninsula and to preserve the character of the community as a homogeneous single-family residential property of predominantly owner-occupied homes, no person or entity shall own more than one (1) Unit. For purposes of these rules, ownership of a Unit shall be attributed to and shall be deemed to be owned by entities in accordance with the following:

- A corporation, trust, estate or partnership shall be deemed to own a Unit owned or deemed to be owned by the shareholders, beneficiaries and partners of such entities, respectively; and

- The shareholders, beneficiaries and partners of a corporation, trust, estate or partnership, respectively, shall be deemed to own a Unit owned by or deemed to be owned by such entity.

A person or entity who, upon the effective date of these rules, owns more than one (1) Unit may not acquire any ownership interest in any additional Units. Any person or entity who owns more than one (1) Unit in the Project upon the effective date of these rules may continue to maintain such ownership interest in such Units notwithstanding the foregoing; provided, however, such person or entity may not acquire an ownership interest in any additional Units in the Project.

A person or entity who, upon the effective date of these rules, owns one (1) Unit, may not acquire any additional Units.

Any sale of a Unit entered into which violates the terms herein shall be deemed void and of no force and effect and shall confer no title or interest in a Unit to the purported buyer, except as may be otherwise provided in the Declaration.

These rules and restrictions shall not apply to preclude an Owner from purchasing a Unit for the purpose of allowing a member of his or her family to reside in the residence on the Unit.

These rules and restrictions shall not apply to the Association or to any institutional lender, insurer or guarantor of a mortgage who has only a mortgage or security interest in a Unit in the Property or who takes title to any Unit pursuant to the remedies set forth in its mortgage or security instrument.

IT IS FURTHER RESOLVED that these Rules are effective upon adoption hereof and publication to the Owners, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing Rule was adopted by the Board at a meeting of the same and has not been modified, rescinded or revoked.

DATE: March 6, 2006

/s/ John Brookby
President

f/resol/grandpeninsula-leasingsale

GRAND PENINSULA OWNERS ASSOCIATION, INC.

Rules Regarding Signs

WHEREAS, Article IV, Section 3 of the Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc. (the "Declaration") authorizes the Board of Directors (the "Board") to make and enforce reasonable rules and regulations governing the use of the Properties to further define or limit the covenants and restrictions set forth in the Declaration; and

WHEREAS, the Board finds there is a need to establish rules and regulations governing the creation and placement of signs on Units to compliment the restrictions set out in Article XII, Section 1 of the Declaration governing signs.

NOW, THEREFORE, IT IS RESOLVED that the following additional procedures and practices are established for the placement of signs on Units within Grand Peninsula, and such procedures and practices are to be known as the "Rules Regarding Signs" of the Association.

1. Signs must be professionally made.

2. Unless otherwise allowed by Texas law, signs advertising a political candidate or ballot item for an election must be no larger than four feet (4') by six feet (6'). All other signs must be no larger than two feet (2') by three feet (3'). Only one (1) sign of any type (lease, sale, political issue or candidate, etc.) can be displayed at any given time.

3. Only one (1) sign per political candidate or ballot item may be present on a Unit. Political signs may not be erected or allowed to be erected more than ninety (90) days prior to the election concerning the position or matter to which the sign refers and must be removed within ten (10) days after the completion of such election.

4. No signs may contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping or nonstandard decorative component.

5. No signs may have moving elements or parts or accompanied by music or other sounds or by streamers or is otherwise distracting to motorists.

6. No signs may be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle or any other existing structure or object.

7. No signs may include the painting of architectural surfaces.

8. No sign may threaten the public health or safety.

EXHIBIT A-2

9. No sign may violate any law.

10. No sign may contain negative language, graphics or any display that would be offensive to the ordinary person.

11. No signs will be allowed on any Common Area or along any street right-of-way within the Grand Peninsula development unless prior written approval is granted by the Board of Directors.

12. Where a sign violation is determined or deemed determined to exist by the Board, the Board may remove the sign without prior notice to the Owner. The Association and its agents and contractors will not be liable to the Owner for any damages or costs alleged to arise by virtue of action taken under this Paragraph 12 and are expressly relieved from any liability for trespass or other action in connection therewith or arising from such removal.

13. Any deviation from these standards must be submitted to and approved in writing by the appropriate committee pursuant to Articles XI and XII of the Declaration.

14. These "Rules for Signs" are to be filed in the Dallas County and Tarrant County Deed Records and are considered as a binding addendum to the Declaration.

15. To the extent that any provision or restriction in Article XII, Section 1 of the Declaration is inconsistent with Section 202.009 of the Texas Property Code, Section 202.009 controls and governs signs in the Association.

IT IS FURTHER RESOLVED that these Rules Regarding Signs replace and supersede in all respects all prior resolutions with respect to the enforcement of signage violations 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 same and has not been modified, rescinded or revoked.

DATE: March 6, 2006

/s/ John Brookby
President

F\RESOL\GRANDPENINSULA.

RIDDLE & WILLIAMS P C
3811 TURTLE CREEK BLVD #1050

DALLAS TX 75219

Submitter: RIDDLE & WILLIAMS 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: 03/29/2006 03:47 PM
Instrument #: D206089801
OPR 12 PGS $56.00

By _____

D206089801

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.

Electronically Recorded **Tarrant County Texas**
Official Public Records 10/30/2009 11:00 AM **D209286879**
Suzanne Henderson PGS 12 $60.00
Submitter: ACS

SECOND SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR GRAND PENINSULA

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

THIS SECOND SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR GRAND PENINSULA (this "Supplemental Notice") is made this 18TH day of September, 2009, by Grand Peninsula Owners Association, Inc. (the "Association").

W I T N E S S E T H:

WHEREAS, W/J Grand Peninsula, L.P. (the "Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc." at Volume 15742, Page 0004-0001 *et seq.* of the Real Property Records of Tarrant County, Texas (the "Declaration"), and which Declaration was subsequently supplemented by multiple Supplemental Declarations recorded in the Real Property Records of Tarrant County, Texas; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association recorded a Notice of Filing of Dedicatory Instruments for Grand Peninsula at Volume 16960, Page 0288-001 *et seq.* of the Real Property Records of Tarrant County, Texas (the "Notice"); and

WHEREAS, the Association recorded a Supplement to Notice of Filing of Dedicatory Instrumenrs for Grand Peninsula identified as Clerk's Instrument No. D206089801 of the Real Property Records of Tarrant County, Texas (the "Supplemental Notice"); and

WHEREAS, the Association desires to further supplement the Notice to include the dedicatory instrument(s) identified in Exhibit "1" attached hereto and incorporated herein.

NOW, THEREFORE, the dedicatory instrument(s) identified in Exhibit "1" and attached hereto is/are true and correct copies of the original and are hereby filed of record in the real property records of Tarrant Counties, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Supplemental Notice to be executed by its duly authorized agent as of the date first above written.

GRAND PENINSULA OWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: Christina Kang

Its: President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Christina Kang, President of Grand Peninsula Owners Association, Inc., known to 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 on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 18 day of SEPTEMBER, 2009.

DANIEL E. FRICANO NOTARY PUBLIC STATE OF TEXAS EXPIRES 4-5-2010

Daniel E. Fricano
Notary Public, State of Texas

04/05/2010
My Commission Expires

G:\NOT.DED\GrandPeninsula.Suppl2d(tarrant).doc

AFTER RECORDING, RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

EXHIBIT "1"

1-A Assessment Collection and Payment Application Policy
(adopted 7-23-2009)

GRAND PENINSULA OWNERS ASSOCIATION, INC.

ASSESSMENT COLLECTION AND PAYMENT APPLICATION POLICY

WHEREAS, Grand Peninsula Owners Association, Inc. (the "Association") has authority pursuant to Article X of the Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc. (the "Declaration") to levy assessments against the lots ("Units") located within the Grand Peninsula residential development (the "Development"); and

WHEREAS, pursuant to Article III.C, Section 17 of the By-Laws of Grand Peninsula Owners Association, Inc. (the "By-Laws"), the Association's Board of Directors (the "Board") has authority to establish policies for collecting assessments and amounts owed to the Association by Owners; and

WHEREAS, the Board of Directors finds there is a need to establish procedures for the collection of assessments that remain unpaid beyond the prescribed due dates in order to encourage Owners to promptly pay their assessment obligations and for the application of payments made by Owners.

NOW, THEREFORE, IT IS RESOLVED that the following rules, procedures and practices are established for the collection of assessments and charges owed, and to become owing, by Owners and for the application of payments made by Owners, and that said procedures and practices are to be known collectively as the "Assessment Collection Policy" for the Association:

1. Defined Terms. Unless otherwise specified, capitalized terms used in this Policy shall have the same meaning as defined in the Declaration.

2. Policy Objectives. The collection of assessments, fees, and charges 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. The Association's Board of Directors may delegate to the Association's Managing Agent those duties determined by the Board in its sole discretion to be necessary to accomplish these objectives.

a. The Association will diligently pursue collection of all assessments, including Admin Assessments, Base Assessments, Neighborhood Assessments, Special Assessments, and Benefitted Assessments. The foregoing types of assessments are sometimes referred to collectively in this Policy as the "assessments". This Policy does not apply to the payment and/or collection of any assessments or charges payable to the Public Improvement District ("PID").

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.

EXHIBIT
1-A

3. Ownership Interests. The term "Owner," as used in this Policy, shall be as defined in Article I, Section 33 of the Declaration.

a. Pursuant to Article X, Section 1 of the Declaration, the person who is the Owner of a Unit as of the date an assessment becomes due is personally liable for the payment of that assessment, to include the joint personal liability of any co-Owner. The Owner is also personally liable for any interest, late charges, costs, and attorney's fees related to an unpaid assessment.

b. Pursuant to Article X, Section 1 and Article XVI, Section 9 of the Declaration, if title to a Unit is transferred while the assessment remains unpaid, the new Owner is also personally liable for the payment of the unpaid assessments. However, a first Mortgagee ("first lien holder") who obtains title to a Unit pursuant to the first lien holder's rights under the Mortgage is not liable for unpaid assessments that accrued before the first lien holder acquired title to the Unit.

c. As used in this Policy: (i) the term "Delinquent Owner" refers to that Person who held title to a Unit on the date an assessment became due, and (ii) the term "Current Owner" refers to that Person who currently holds recorded title to a Unit. Unless expressly noted otherwise, the "Owner" of a Unit refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances in question.

d. To the extent applicable to this Policy, the "Rules Regarding the Occupancy, Leasing and Sale of Units" as adopted by the Board of Directors are incorporated herein by reference.

4. Due Dates. The date for the Association to receive an Owner's assessment payment are set forth below. The date an Owner's payment of an assessment or other charge is to be received by the Association is referred to in this Policy as the "Due Date". Any payment which is not received by the Association on or before thirty (30) days of the Due Date shall be deemed delinquent (the "Delinquency Date").

a. Base Assessment (also commonly known as the "annual assessment") – The annual Base Assessment is levied to be paid in two (2) payments as follows: (i) the first payment is due in advance on January 1 of the calendar year for which the Base Assessment is levied, and (ii) the second payment is due in advance on July 1 of the of the calendar year for which the Base Assessment is levied. The Board may, at its option, change the annual Base Assessment to a quarterly assessment payment or monthly assessment payment or a single annual assessment payment and determine the due date thereof.

b. Admin Assessment – Any Admin Assessment is due in advance on the first day of January of the calendar year for which the Admin Assessment is levied. The Board may, at its option, change the due date for an Admin Assessment to a quarterly assessment payment or monthly assessment payment or a single annual assessment payment and determine the due date thereof.

c. Neighborhood Assessment – Any Neighborhood Assessment is due in advance on the first day of January of the calendar year for which the Neighborhood Assessment is levied. The Board may, at its option, change the due date for a Neighborhood Assessment to a quarterly assessment payment or monthly assessment payment or a single annual assessment payment and determine the due date thereof.

d. Special Assessment = The due date for any Special Assessment will be set by the Board in the notice of the Special Assessment to the Owners, or if no date is given in the notice, then the due date shall be ten (10) days after the date the notice of the assessment is given to the Owner. The Board may, at its option, set the due date for payment of a Special Assessment as a single annual installment or as quarterly or monthly installments and determine the due date thereof.

e. Benefitted Assessment = The due date for any Benefitted Assessment will be set by the Board in the notice of assessment to the Owners, or if no date is given in the notice, then the due date shall be ten (10) days after the date the notice of the assessment is given to the Owner. The Board may, at its option, set the due date for payment of a Benefitted Assessment as a single annual installment or as quarterly or monthly installments and determine the due date thereof.

5. Delinquency Date. Any assessment or installment which is not paid in full within thirty (30) days after the Due Date shall be delinquent (the "Delinquency Date"). Any delinquent amount will bear interest as set forth in Paragraph 10 below.

6. Reminder Notice. No earlier than ten (10) days after the Due Date, the Association may send a second invoice or notice (referred to as the "Reminder Notice") to the Owner, at the Owner's expense, which will include the amount of the unpaid assessment and any collection fees, late charges, and interest charges which may have become due. The Reminder Notice will be sent via first-class United States mail to the Owner's mailing address as reflected in the Association's records.

7. Notice of Delinquency. If payment is not received within thirty (30) days after the Due Date, the Association may send written notice (referred to as the "Delinquency Notice") to the Owner, at the Owner's expense, which will include the amount of the unpaid assessment and any collection fees, late charges, and interest charges which may have become due. The Delinquency Notice will be sent via first-class United States mail to the Owner's mailing address as reflected in the Association's records.

8. Notice of Default. If an assessment, levy or charge has not been received by the Association within sixty (60) days after the Due Date (within 30 days of the Delinquency Date), the Association may send a notice (referred to as the "Default Letter") to the Owner. The Default Letter will be sent via certified mail, return receipt requested, and via first-class United States mail to the Owner and will include the following information:

a. The amount of unpaid assessments, levies, charges, interest and collection costs claimed to be due;

b. That payment must be received by the Association within thirty (30) days of the date of the letter or the account will be referred to the Association's attorney for collection, with the legal costs of such collection to be assessed against the Owner and the Owner's Unit; and

c. Such other information as the Board determines pertinent.

9. Summary of Notices. The foregoing may be summarized as follows:

Notice of Amount Due
(30 days before Due Date)
No less than thirty (30) days before the Due Date, the Association mails to the Owner the notice of assessment or invoice for the amount due from the Owner.

↓

Due Date
(date payment to be received by the Association)

↓

Reminder Notice
(10 days after Due Date)
No earlier than ten (10) days after the Due Date, if payment is not received, the Association may send the Owner a Reminder Notice.

↓

Delinquency Notice
(30 days after Due Date)
No earlier than thirty (30) days after the Due Date, if payment is not received, the Association may send the Delinquency Notice.

↓

Notice of Default
(60 days after Due Date)
No earlier than thirty (60) days after the Due Date, if payment is not received, the Association may send the Notice of Default.

↓

Referral to Attorney for Collection
(30 days after Notice of Default)
No earlier than thirty (30) days after the date the Notice of Default is mailed to the Owner, if payment is not received, the Association may refer the unpaid account to the Association's attorney for further collection action.

10. Interest. In the event any assessment, levy or charge, or any portion thereof, or other sum that is due, is not paid in full by the Delinquency Date, interest on the principal amount due may be assessed against the Owner at the highest rate allowed by law and shall accrue from the Due Date until paid. Such interest, as and when it accrues, will become part of

the assessment, levy or charge and lien upon which it has accrued and, as such, will be subject to recovery in the manner provided for assessments in this Policy and in the Declaration.

11. Late Charge. In the event any assessment, or any portion thereof, is not paid in full on or before the Delinquency Date, a late charge in the amount of $25.00 will be assessed against the Owner and his Unit without further notice to the Owner. The Board may, from time to time, without the necessity of seeking Owner approval, change the amount of the late charge. Such late charge, as and when levied, will become part of the assessment upon which it has been levied and, as such, will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late charge; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board's right to collect any future assessments or late charges.

12. Collection Costs and Handling Charges. In order to recoup for the Association the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, levies or charges, collection of the following fees and charges are part of the Assessment Collection Policy:

a. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Due Date for such assessment will become due and owing by the Delinquent Owner.

b. A charge of $25.00 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 Owner's Unit.

c. Any fee or charge becoming due and payable pursuant to this Paragraph 12 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.

13. Lock Boxes. The Association has established a lock box for the receipt of assessment payments. PAYMENTS MADE TO THE LOCK BOX ARE DEPOSITED IN THE ASSOCIATION'S BANK ACCOUNT WITHOUT REGARD TO COMMUNICATIONS OR OTHER NOTICES ENCLOSED WITH OR STATED ON THE PAYMENT. ANY NOTICE OR COMMUNICATION (INCLUDING, WITHOUT LIMITATION, A DISPUTE OF THE DEBT) ENCLOSED WITH OR STATED ON THE PAYMENT TO THE LOCK BOX WILL BE INEFFECTIVE AND NOT BINDING ON THE ASSOCIATION. ANY DISPUTE OF AN ASSESSMENT OR RELATED CHARGE, ANY PROPOSED TENDER OF AN AMOUNT LESS THAN THE ENTIRE AMOUNT CLAIMED TO BE DUE WHICH IS INTENDED TO SATISFY THE OWNER'S DEBT IN FULL, OR ANY CHANGE IN THE IDENTITY, STATUS OR ADDRESS OF AN OWNER, MUST BE IN WRITING, SENT TO AND RECEIVED BY THE ASSOCIATION'S MANAGING AGENT AT: CMA, 1800 PRESTON PARK BLVD., SUITE 101, PLANO, TEXAS 75093.

14. Application of Funds Received. All payments received by the Association will be applied to amounts outstanding to the extent of, and in the order specified below. IF AN OWNER TENDERS LESS THAN FULL PAYMENT OF ALL AMOUNTS DUE (TO INCLUDE ANY COLLECTION COSTS AND CHARGES) WITH INSTRUCTIONS OR WITH A RESTRICTIVE ENDORSEMENT THAT THE PAYMENT IS TO BE DEEMED AS "PAYMENT IN FULL" OF ALL AMOUNTS OWED, OR IF THE OWNER SUBMITS PAYMENT WITH SOME FORM OF RESTRICTIVE ENDORSEMENT, OR IF THE OWNER DISPUTES ANY PORTION OF THE DEBT OWED, THE OWNER MUST SUBMIT SUCH PAYMENT DIRECTLY TO THE ASSOCIATION'S MANAGING AGENT AT: CMA, 1800 PRESTON PARK BLVD., SUITE 101, PLANO, TEXAS 75093, FOR A DETERMINATION BY THE BOARD OF DIRECTORS AS TO WHETHER THE PAYMENT CAN BE ACCEPTED OR BE RETURNED TO THE OWNER.

Fines and Costs Incurred for Covenant Violations

a. First, to fines levied by the Association for an Owner or tenant's failure to correct or timely correct a covenant violation (though payment of the fine may not be delinquent);

b. Next, to legal fees charged to an Owner's account pursuant to an Owner or tenant's failure to correct or timely correct a covenant violation;

Fees and Costs Incurred to Collect Unpaid Amounts

c. Next, to collection costs incurred by the Association (including attorney's fees, the Reminder Notice, the Delinquency Notice, and the Notice of Default);

d. Next, to collection related handling charges, to include returned check fees;

e. Next, to late charges;

f. Next, to any accrued interest;

Delinquent Assessments

g. Next, to any delinquent Special Assessment or special levy;

h. Next, to any delinquent assessment or levy other than a Special Assessment and other than the annual Base Assessment, such as any delinquent Admin Assessment, Benefitted Assessment, or Neighborhood Assessment;

i. Next, to any delinquent annual Base Assessment;

Unpaid Assessment Which May Not Yet Be Delinquent

j. Next, to any unpaid Special Assessment or special levy that is due but not yet delinquent;

k. Next, to any unpaid assessment or levy (other than a Special Assessment or annual Base Assessment) that is due but not yet delinquent, such as any delinquent Admin Assessment, Benefitted Assessment, or Neighborhood Assessment;

l. Next, to any unpaid annual Base Assessment that is due but not yet delinquent.

15. 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 Unit 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, in both cases reflected by the records of the Association as being the Owner and address for a given Unit, 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. IT IS THE UNIT OWNER'S RESPONSIBILITY TO ENSURE THAT THE ASSOCIATION HAS THE MOST CURRENT ADDRESS TO BE USED FOR SENDING NOTICES AND/OR BILLING INVOICES TO THE UNIT OWNER.

16. Notification of Owner's Representative. Where the interests of an Owner in a Unit 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 Unit 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.

17. Referral to Legal Counsel. If an Owner remains delinquent in the payment of assessments and related costs for more than thirty (30) days after the sending of the Default 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 Association's attorney for the legal action 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.

18. 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 action:

a. Notice Letter. As the initial correspondence to a Delinquent Owner, counsel will send a notice letter (the "Notice Letter") to the Owner advising the Owner of the

Association's claim for all outstanding assessments, levies, charges, fines, costs and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services. The Notice Letter will inform the Owner that the Owner may dispute the validity of the amounts owing, in writing, within thirty (30) days of the Owner's receipt of the Notice Letter. If the amounts owing are disputed, Management and/or Legal Counsel will provide verification of the amounts claimed to be due.

b. Title Search. If a Delinquent Owner fails to pay the amounts set forth in the initial Notice Letter sent by counsel or fails to dispute the amounts within the allotted thirty (30) day period, counsel will, upon direction from the Board and/or Management, order a search of the land records to verify current ownership of the Unit on which the delinquency exists. If the title report 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 report confirms that the Current Owner is the Delinquent Owner, the Association, Management and counsel will likewise proceed according to this Assessment Collection Policy.

c. Notice of Lien. Where the Board has determined that foreclosure of the Association's assessment lien is to be pursued, if an Owner fails to pay in full all amounts indicated by the Notice Letter by the date specified or fails to dispute the debt within the allotted thirty (30) day period, counsel, upon being requested to do so by the Board and/or Management, may cause to be prepared, executed by a duly authorized agent 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 Unit covered by such lien and a description of the Unit 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 Tarrant County Clerk's office, together with an additional 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. However, pursuant to Article X, Section 9 of the Declaration, failure of the Association to execute and record a notice of lien will not affect the enforceability of the Association's lien rights and foreclosure rights.

d. Non-Judicial Foreclosure (Foreclosure Without a Lawsuit and Court Action). When the Board has directed that the collection action to be taken is non-judicial foreclosure of the assessment lien, upon the expiration of the time period given in the demand letter accompanying the Notice of Lien, the continued delinquency of unpaid assessments owing will be reported to the Board by Management. As soon as practical thereafter, the Board and/or Management will direct counsel to initiate non-judicial foreclosure of the Unit, pursuant to Texas law. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. The Association shall have the power to bid on the Owner's Unit and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may also institute a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

e. Judicial Foreclosure/Personal Judgment. When the Board has directed that the collection action to be taken is a suit for personal judgment against the Owner and/or for foreclosure of the assessment lien, upon the expiration of the time period given in the demand letter accompanying the Notice of Lien, the continued delinquency of unpaid assessments owing will be reported to the Board by Management. As soon as practical thereafter, the Board and/or Management will direct counsel to initiate legal proceedings in a court of competent jurisdiction seeking foreclosure of the assessment lien and/or recovery of a personal judgment against the Current Owner and, where different, the Delinquent Owner, or from the Current Owner only, for all amounts owing arising from the unpaid assessments and the collection thereof, including all attorney's fees and costs.

19. Compromise of Assessment Obligations. In order to expedite the handling of the collection of delinquent assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any assessment, interest, late charge, 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.

20. Credit Bureaus. The Association may also notify any credit bureau of an Owner's delinquency. The Association will notify the Owner that it has filed such a report and will comply with any local, state, or federal laws in connection with the filing of such report.

IT IS FURTHER RESOLVED that this Assessment Collection Policy replaces and supersedes in all respects all prior policies and resolutions with respect to the collection of assessments by the Association and the application of payments received from Owners 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 same on July 23, 2009, and has not been modified, rescinded or revoked.

DATE: 7/31/09 _____
Secretary- President

FCD\LLSCT-Grand Peninsula Final\072409.doc

Electronically Recorded
Official Public Records
Tarrant County Texas
1/17/2012 10:42 AM
D212011046
$116.00
Mary Louise Garcia
Submitter: ACS

FOURTH SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR GRAND PENINSULA

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

THIS FOURTH SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR GRAND PENINSULA (this "Fourth Supplement") is made this 30th day of December, 2011, Grand Peninsula Owners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, W/J Grand Peninsula, L.P. (the "Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc." on or about June 12, 2002, at Volume 15742, Page 0004-0001 *et seq.* of the Real Property Records of Tarrant County, Texas (the "Declaration"), and which Declaration was subsequently supplemented by multiple Supplemental Declarations recorded in the Real Property Records of Tarrant County, Texas, and which Declaration was subsequently amended by an instrument(s) also recorded in the Real Property Records of Tarrant County, Texas; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on or about July 23, 2003, the Association recorded a Notice of Filing of Dedicatory Instruments for Grand Peninsula as Clerk's Instrument No. D203264168 at Volume 16960, Page 0288-001 of the Real Property Records of Tarrant County, Texas (the "Notice"); and

WHEREAS, on or about March 29, 2006, the Association recorded a [First] Supplement to the Notice of Filing of Dedicatory Instruments for Grand Peninsula as Clerk's Instrument No. D206089801 of the Real Property Records of Tarrant County, Texas; and

WHEREAS, on or about October 23, 2008, the Association recorded a Certificate for Recording of Dedicatory Instruments for Grand Peninsula as Clerk's Instrument No. D208404804 of the Real Property Records of Tarrant County, Texas; and

WHEREAS, on or about November 20, 2008, the Association recorded an additional Certificate for Recording of Dedicatory Instrument for Grand Peninsula as Clerk's Instrument No. D208433937 of the Real Property Records of Tarrant County, Texas; and

WHEREAS, on or about October 30, 2009, the Association recorded a Second Supplement to the Notice of Filing of Dedicatory Instruments for Grand Peninsula as Clerk's Instrument No. D209286879 of the Real Property Records of Tarrant County, Texas; and

WHEREAS, on or about June 9, 2010, the Association recorded a Third Supplement to the

Notice of Filing of Dedicatory Instruments for Grand Peninsula as Clerk's Instrument No. D210137291 of the Real Property Records of Tarrant County, Texas; and

WHEREAS, the Association desires to further supplement the Notice by recording the dedicatory instruments set out in **Exhibit "A"** attached hereto and incorporated herein.

NOW, THEREFORE, the dedicatory instruments identified in **Exhibit "A"** and attached hereto are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Tarrant Counties, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Fourth Supplement to be executed by its duly authorized agent as of the date first above written.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Exhibit "A"

A-1 Application of Payments Policy

A-2 Payment Plan Policy

A-3 Records Production and Copying Policy

A-4 Records Retention Policy

A-5 Email Registration Policy

A-6 Resolution [Covenant Compliance Inspection]

A-7 Time-Saving Operational Guidelines for Assessment Collection

A-8 Conveyance of Association Owned Units

A-9 Pool Rules & Regulations

A-10 Update to GPOA Modifications Policies

Grand Peninsula
Owners Association, Inc.,
A Texas non-profit corporation

By: Christina Kang

Its: President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared Christina Kang, President of Grand Peninsula Owners Association known to 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 on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 30th day of December, 2011.

A. H. GRIFFIN
Notary Public
STATE OF TEXAS
My Comm. Exp. Feb. 03, 2015

A. H. Griffin
Notary Public, State of Texas

My Commission Expires: 2/3/15

D217196386 8/24/2017 4:10 PM PGS 6 Fee: $36.00 Submitter: SIMPLIFILE
Electronically Recorded by Tarrant County Clerk in Official Public Records Mary Louise Garcia

EIGHTH SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR GRAND PENINSULA

[Resolution Rescinding Covenants Compliance Inspection Policy]

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

This Notice of Filing of Dedicatory Instruments for Grand Peninsula ("Notice") is made this 24th day of August, 2017, by **GRAND PENINSULA OWNERS ASSOCIATION, INC.** ("Association").

W I T N E S S E T H:

WHEREAS, W/J Grand Peninsula, L.P. ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc." on or about June 12, 2002, at Volume 15742, Page 0004-0001 of the Real Property Records of Tarrant County, Texas (the "Declaration"), and which Declaration was subsequently supplemented by multiple Supplemental Declarations recorded in the Real Property Records of Tarrant County, Texas, and which Declaration was subsequently amended by an instrument(s) also recorded in the Real Property Records of Tarrant County, Texas; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association has previously recorded the following notices of dedicatory instruments in the Real Property Records of Tarrant County, Texas:

"Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded July 23, 2003 as Clerk's Instrument No. D203264168 and at Volume 16960, Page 0288-001;

"Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded March 29, 2006 as Clerk's Instrument No. D206089801;

"Certificate for Recordation of Dedicatory Instrument for Grand Peninsula Owners Association, Inc." – recorded October 23, 2008 as Clerk's Instrument No. D208404804;

"Certificate for Recordation of Dedicatory Instrument for Grand Peninsula Owners Association, Inc." – recorded November 20, 2008 as Clerk's Instrument No. D208433937;

"Second Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded October 30, 2009 as Clerk's Instrument No. D209286879;

"Third Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded June 9, 2010 as Clerk's Instrument No. D210137291;

"Fourth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded January 17, 2012 as Clerk's Instrument No. D212011046;

"Fifth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded November 6, 2013 as Clerk's Instrument No. D213288120; and

"Sixth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded October 2, 2014 as Clerk's Instrument No. D214216960.

"Seventh Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded August 10, 2017 as Clerk's Instrument No. D217184408.

WHEREAS, the Association desires to record the additional dedicatory instrument(s) attached hereto as Exhibit "A" and incorporated herein by reference.

NOW, THEREFORE, the dedicatory instrument(s) attached hereto as Exhibit "A" is/are hereby filed of record in the Real Property Records of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

GRAND PENINSULA OWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: _____

David A. Surratt, Esq.
Riddle & Williams, P.C.
Attorneys for Grand Peninsula Owners Association, Inc.

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared David A. Surratt, Esq. of the law firm of Riddle & Williams, P.C. 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 therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 24TH day of August, 2017.

Kathryn J. Lee

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

KATHRYN J. LEE
My Notary ID # 1645367
Expires July 29, 2021

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[EXHIBIT IDENTIFIED ON NEXT PAGE]

EXHIBIT "A"

DEDICATORY INSTRUMENT

A-1 Resolution Rescinding Covenants Compliance Inspection Policy (adopted August 16, 2017)

GRAND PENINSULA OWNERS ASSOCIATION, INC.

RESOLUTION

RESCINDING COVENANTS COMPLIANCE INSPECTION POLICY

WHEREAS, on January 17, 2008, the Board of Directors of Grand Peninsula Owners Association, Inc. ("Association") adopted the Resolution attached hereto as Exhibit "A" requiring a Covenants Compliance Inspection at the time of transfer of home ownership (resale); and

WHEREAS, the Covenant Compliance Inspection Policy was subsequently recorded in the Real Property Records of Tarrant County, Texas, on January 17, 2012, as an Exhibit to the Fourth Supplement to Notice of Filing of Dedicatory Instruments recorded as Instrument No. D212011046; and

WHEREAS, given that such an inspection is not required by the governing documents for Grand Peninsula or by Texas law, the Board of Directors finds that the Covenants Compliance Inspection Policy, as adopted January 17, 2008, should be rescinded.

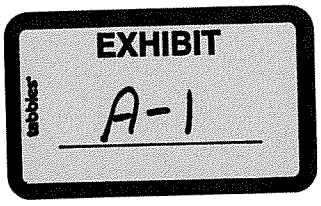
IT IS, THEREFORE, RESOLVED THAT the Covenants Compliance Inspection Policy, as adopted by Resolution of the Board of Directors on January 17, 2008, is hereby rescinded and revoked.

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

This is to certify that the foregoing Resolution was adopted by the Board of Directors at a meeting of the same conducted August 16, 2017, and has not been modified, rescinded, or revoked.

DATED: 8-23-2017

Secretary



RESOLUTION

WHEREAS, the Board of Directors of the Grand Peninsula Owners Association, Inc. finds that there is a need to establish this dedicatory instrument related to a proactive affirmation of covenant compliance in conjunction with a home being transferred to a new owner.

WHEREAS, Texas State Statutes, Property Code, Chapter 207, Subsection 207.003(e) specifically states that such a dedicatory instrument may require such an inspection.

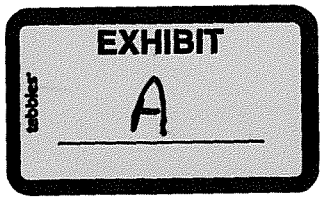
NOW THEREFORE, BE IT RESOLVED BY THIS DEDICATORY INSTRUMENT THAT at the time of each transfer of home ownership, the Association shall require a Covenant Compliance Inspection of the exterior of the home and lot in conjunction with the Association related disclosure process. Such inspections will be coordinated through, and conducted by, the Association Management Company. All fees associated with resale, including said inspection shall be the responsibility of the real estate transaction parties, and not the Association. Should covenant violation(s) be noted during such inspection, the current owner (seller) is required to bring said covenant violation(s) into compliance in conjunction with the transfer of Unit ownership.

IT IS FURTHER RESOLVED that this COVENANTS COMPLIANCE INSPECTION requirement 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 same on January 17th, 2008 and has not been modified, rescinded or revoked.

1-17-2008
Date

Christina Lang
President



D220118789 5/26/2020 4:18 PM PGS 19 Fee: $91.00 Submitter: SIMPLIFILE
Electronically Recorded by Tarrant County Clerk in Official Public Records
Mary Louise Nicholson

TENTH SUPPLEMENT
TO
NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
GRAND PENINSULA

[Modifications Committee Design Review Guidelines]

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

This Notice of Filing of Dedicatory Instruments for Grand Peninsula ("Notice") is made this 26th day of May, 2020, by **GRAND PENINSULA OWNERS ASSOCIATION, INC.** ("Association").

W I T N E S S E T H:

WHEREAS, W/J Grand Peninsula, L.P. ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc." on or about June 12, 2002, at Volume 15742, Page 0004-0001 of the Real Property Records of Tarrant County, Texas (the "Declaration"), and which Declaration was subsequently supplemented by multiple Supplemental Declarations recorded in the Real Property Records of Tarrant County, Texas, and which Declaration was subsequently amended by an instrument(s) also recorded in the Real Property Records of Tarrant County, Texas; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association has previously recorded the following notices of dedicatory instruments in the Real Property Records of Tarrant County, Texas:

"Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded July 23, 2003 as Clerk's Instrument No. D203264168 and at Volume 16960, Page 0288-001;

"Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded March 29, 2006 as Clerk's Instrument No. D206089801;

"Certificate for Recordation of Dedicatory Instrument for Grand Peninsula Owners Association, Inc." – recorded October 23, 2008 as Clerk's Instrument No. D208404804;

"Certificate for Recordation of Dedicatory Instrument for Grand Peninsula Owners Association, Inc." – recorded November 20, 2008 as Clerk's Instrument No. D208433937;

"Second Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded October 30, 2009 as Clerk's Instrument No. D209286879;

"Third Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded June 9, 2010 as Clerk's Instrument No. D210137291;

"Fourth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded January 17, 2012 as Clerk's Instrument No. D212011046;

"Fifth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded November 6, 2013 as Clerk's Instrument No. D213288120; and

"Sixth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded October 2, 2014 as Clerk's Instrument No. D214216960.

"Seventh Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded August 10, 2017 as Clerk's Instrument No. D217184408.

"Eighth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded August 24, 2017 as Clerk's Instrument No. D217196386.

"Ninth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded October 30, 2019, as Clerk's Instrument No. D219248462.

WHEREAS, the Association desires to record the additional dedicatory instrument(s) attached hereto as Exhibit "A" and incorporated herein by reference.

NOW, THEREFORE, the dedicatory instrument(s) attached hereto as Exhibit "A" is/are hereby filed of record in the Real Property Records of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

GRAND PENINSULA OWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: _____

David A. Surratt, Esq.
Riddle & Williams, P.C.
Attorneys for Grand Peninsula Owners Association, Inc.

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared David A. Surratt, Esq. of the law firm of Riddle & Williams, P.C. 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 therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 26th day of May, 2020.

Kathryn J Lee

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

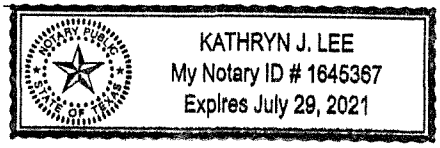


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EXHIBIT "A"

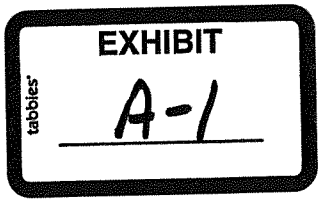
DEDICATORY INSTRUMENT

A-1 Modifications Committee Design Review Guidelines (February 2020)

Grand Peninsula
Owners Association, Inc.

MODIFICATIONS COMMITTEE
DESIGN REVIEW GUIDELINES

February 2020



EXTERIOR MODIFICATION GUIDELINES

Introduction

Approval for exterior modifications is MANDATORY prior to beginning the project. Performing modifications without prior approval could result in fines levied against your home and legal action to force removal of the modification. While every attempt will be made to review submittals as quickly as possible, please understand that members of the Modifications Committee are volunteers who may encounter work and personal priorities that preclude them from making modification review their top priority. For this reason, please plan ahead and keep in mind that the Modifications Committee has 30 days to review the submittal once ALL required documentation has been received. If your submittal is not complete, the "clock" will not start until all requested information has been received.

If the Modifications Committee (MC) denies the Owner's application, the Owner may request a hearing with the Board of Directors to appeal the MC's decision. To exercise the right to an appeal, Owner must submit a written request to be received by the Board within ten (10) days after the date of the MC's written notice to the Owner information the Owner the application is denied.

In general, this is what is required for ALL submittals:

- A copy of your survey with your modification overlaid, to scale, accurately located and indicating distances to the home, fences, property lines, easements, etc.
- A copy of the construction plans indicating size, type, color and quality of materials, species of wood, methods of connection to the home, the ground, etc. If you are having your project constructed by a professional, a copy of those plans is required. If you are designing and building it yourself, you'll have to develop a set of plans for submittal. The plans need to show dimensions and construction details sufficient for the committee to determine what the finished product will look like, and whether it is of adequate quality of construction to hold up reasonably well. Provide photos of proposed modification, if available.
- A copy of the approved building permit for the project, if required. Essentially all building projects require a building permit in Grand Prairie. The few exceptions are gardening and landscaping projects, trellises and swing sets. However, ALL exterior projects require approval by the Modifications Committee, whether you need a building permit or not.
- Any modification that is visible above the fence line must have the signature of all adjacent neighbors on the submittal form. This is not an approval, but only an acknowledgement that they are aware of the modification, and provide them the

opportunity to either state any concerns on the submittal form, or contact the Modifications Committee separately with their concerns, if they are not comfortable voicing those concerns to the submitter. The submittal form contains spaces for this. This allows the Modifications Committee to consider any unusual privacy concerns that might not be obvious otherwise. Examples of modifications for which this will be necessary are trellises, swing sets, patio covers, privacy screens and pergolas.

All modifications must be maintained regularly so that they do not become unsightly. This is a condition of approval for all modifications, and approval can be revoked if the modification is not maintained, requiring its removal or reconstruction.

Construction Periods. The work of construction, painting, altering or remodeling any building or improvement on any unit shall be completed within nine (9) months after commencement of the work.

Previously Approved Modifications. Any amendments to the Design Review Guidelines adopted from time to time in accordance with the Sixth Amendment to the Declaration of Covenants, Conditions, and Restrictions, Article XI, Architectural Standards shall apply to construction and modifications commenced after the date of such amendment only, and shall not apply to require modifications to or removal of structures previously approved by the Modifications Committee once the approved construction or modification has commenced.

Please refer to the Sixth Amendment to Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc, Article XI, Architectural Standards.

If your modification is not listed here, assume it is not allowed; however, you may still submit your request for consideration to the committee.

ADDRESS / HOUSE NUMBER PAINTING ON CURB

Modifications committee approval is not required. The numbers painted on the curb shall be four (4) inches high by two and one-half (2½) inches wide, must be white reflective paint on a dark background and centered on said background. The numbers shall be on the front of the curb, and not on the slope or sides of the driveway

BASKETBALL GOALS

The installation of permanent basketball goals is not allowed. Only portable, collapsible basketball goals are permitted, but with the following restrictions:

1. Portable basketball goals may only be set up for use in a driveway or the back yard. They may not be set up in the roadway or within 15' of the roadway.
2. Portable basketball goals must be folded and put away out of view when not in use. For example, they may not be left out and in view after use in the morning or afternoon, based on their planned use later in the day. Likewise, they may not be left out and in view after use in the evening, based on their planned use the next day. When their use is completed for that period of time, they must be put away and stored out of view.

Modifications approval is not required for portable basketball goals.

BUILT-IN GRILLS/SUMMER KITCHENS

No built-in grills or summer kitchens may be installed without the prior written approval of the Modifications Committee. Since these items are custom modifications, they will be given every consideration, on a case-by-case basis.

DRIVEWAYS/PARKING PADS

Written approval by the Modifications Committee is required prior to commending work on driveways/parking pads. Considered on a case-by-case basis.

FENCES

Any fence being replaced must be submitted through the Modifications Committee prior to the start of construction. All transitions between differing height sections are made at a slope no greater than 45 degrees. No abrupt changes in height or steps permitted.

A "rot" board is allowed at the base of the fence on the interior of the fence, so it is not visible from the roadways or common areas. Replacement of any party fence should be coordinated with the neighbor(s) who share(s) ownership of the party fence. Fences may be stained with any medium-to-dark earth tone transparent or semi-transparent stain. Stain color and type must be included in submittal. Fence longevity is enhanced by staining. GPOA recommends all fences be stained to enhance their beauty and longevity.

Supplement to CCR's, Exhibit D, Design Guidelines, Part Six: Improvements, Section 4. Fences and Boundary Plantings and Individual Lot Fencing.

Please refer this this document for more detailed information in addition to the below.

A. TYPES

Three types of fences are allowed in Grand Peninsula Owners Association. They are as follows:

1. Wrought Iron.
2. Board-on-Board. In addition, the following specifications apply to new fences: All materials to be cedar unless noted otherwise; 6' or 8' height; 1"x 6" vertical pickets "butted" together, on 2"x 4" stringers; 1"x 6" cap board; 2¼" diameter steel posts are required by the current City of Grand Prairie ordinance. Posts shall be spaced a maximum of 8' O.C. If repairing existing posts, they must be of 4"x 4" pressure-treated wood.
3. Side-by-Side. In addition, the following specifications apply to new fences: All materials to be cedar unless noted otherwise; 6' or 8' height; 1"x 4"/ 1"x 6"vertical pickets "butted together" on 2"x 4" stringers; 2¼" diameter steel posts are required by the current City of Grand Prairie ordinance. Posts shall be spaced a maximum of 8' O.C. If repairing existing posts, they must be of 4"x 4" pressure-treated wood.

B. COLORS

All fences must be stained and subsequently re-stained on a regular basis.

Unstained cedar is not allowed to weather naturally.

The stain color must resemble natural cedar (normally medium, red/brown) or earth-tone red-brown stain colors for fences (i.e., a medium brown/red or equivalent color).

Alternate stains outside the red/brown natural hues, or any paint colors are explicitly not

permitted.

C. NOTES

- Chain link fences are only acceptable if they are used as a dog run, concealed within a cedar fence, are black or dark green vinyl coated, and are not visible from any public right of way.
- Some unacceptable materials are spruce, pine, oak, wire, sheet metal, plastic, fiberglass, rope, bamboo and reed.
- Wire or woven fence is not permitted.
- All maximum fence heights are measured from final grade at the bottom of the fence.
- New fence must transition to meet any adjacent fencing at a slope of a minimum 45 degrees across a two-foot span where applicable. No abrupt changes in height or steps permitted.
- Shadow box style fences are not permitted. Existing shadow box fences may remain until they are replaced, but the new fence must be board on board, side by side, or wrought iron.
- Fences should be inspected annually for any necessary repairs and/or re-staining.

D. ROT-BOARDS

The Grand Peninsula Design Guidelines allow for the installation of a single rot-board at the bottom of a cedar fence.

A single pressure treated rot-board (maximum height 6") may be installed at the bottom of the fence. Fence pickets must cover a minimum of 2" of this board. Multiple or taller rot boards are not permitted and may not be used as retaining walls.

The use of multiple horizontal boards is not acceptable and is a violation of Design Guidelines.

E. ELECTRIC GATE

Automatic electric or solar powered driveway gates are allowed in Grand Peninsula with the following stipulations:

1. Maximum height of the gate may not exceed maximum fence height allowed by the "Fence" guidelines. Allowance for additional fence height created by a retaining wall will be reviewed on a case by case basis.
2. Constructed of all metal framing and hardware.
3. Finished side of gate must face out.

4. All hardware must be mounted on the inside of the gate (out of public view).
5. A "sliding" gate system is required on all typical installations. A "swing" gate system, which is more typical to wrought-iron gates used in front entrance motor courts, will be reviewed on a case by case basis.

F. FENCE ACCESSORIES

Below are some general guidelines regarding these decorative items.

1. Decorative top rails may not significantly add to the overall height of the fence. They must be constructed of cedar and maintain the same color finish.
2. Corbels and similar decorative fixtures must be tasteful, proportional in size and spacing with the fence and maintain the same color finish as the fence.
3. Gate headers must be tasteful, proportional in size with fence and maintain the same color finish as the fence.
4. The addition of trellis features mounted above the fence are not permitted.
5. Dog windows/screen must be framed in cedar and finished to blend with the existing fence. The window section must be framed in cedar and finished to blend with the existing fence. The window may be no larger than 18"x 18" inches in total size. Spacing of windows will be dependent on lot size and configuration but will generally be limited to one window per lot line facing street only. Under no circumstance should windows be placed on shared property lines.

When submitting your Application for fence installation, please be sure to include all detail regarding these accessories. Spacing, appearance, and finish details should be included as well as photo examples or brochures.

FLAGPOLES/FLAGS

Properties are limited to one flagpole and no more than two (2) flags and are confined to a location that is wall mounted or within 15' of the main house. A flagpole located within the public right of way (e.g., City or Association property) is not allowed. A flagpole must comply with City Ordinances on zoning, easements, and setbacks. A flagpole shall not exceed 20 feet in height and shall be made of permanent, long lasting materials with appropriate finish that is harmonious with the dwelling. Flag displays shall be maintained in a good condition (e.g., flags shall not be torn or tattered & poles shall be maintained to prevent oxidation, corrosion, or chips and dings in paint (in the case of a painted finish) and kept in a structurally sound condition). Flags shall not exceed a size of 3 feet by 5 feet (3' x 5') and shall be flown in a manner consistent with Flag Codes*. Flag displays shall also be erected in a way to not constitute a noise or lighting nuisance

to others.

*The United States Flag - U.S.C., Title 4, Sections 5-10.

*State of Texas Flag – Texas Government Code, Chapter 3100.

All installations shall be submitted and approved prior to project start in accordance with the Sixth Amendment to DCCR for Grand Peninsula Owners Association, Inc, Article XI, Architectural Standards.

LANDSCAPE BORDERS & WALLS

Landscape borders may be made of cement (molded curbing), pliable vinyl (black or green), rigid plastic (dark green or earth-tone in color), cut or natural stone, pavers, or metal (finished in a black, bronze, or dark green color). Metal edging, if used, should not exceed a height of four (4) inches above the adjacent surface height.

Stacked stone or brick trim around landscape beds will have a concrete footer enough to support the height of the trim wall. The height of the trim should not cover up the home's weep holes.

Landscape border made of brick, or brick and natural stone, shall either be made of leftover brick from the construction of the same house, or as similar to the house brick in color, texture, and size as reasonably possible. Borders made from natural stone or pavers may be dry stacked. Brick shall be mortared in the same fashion and pattern as the construction of the house and capped with either the same brick or natural stone. In no instance shall any holes in the brick be visible to the public.

Partially buried bricks inserted on a diagonal, vertical, or horizontal angle are not an acceptable method of construction, and the homeowner shall remove the border within a time frame as determined by the Board of Directors. In addition, dry-stacking brick is not an acceptable method of construction, and the homeowner shall remove the border within a time frame as determined by the Board of Directors.

Any unapproved landscape borders may be subject to removal and replacement at the homeowner's expense and within a time frame to be determined by the Board of Directors.

Railroad ties or pressure treated lumber shall not be used for landscape borders.

Approval must be received in writing prior to beginning the project.

HOT TUBS

No hot tub may be installed without the prior written approval of the Modifications Committee. Since a hot tub typically involves a custom modification, it will be given every consideration, on a case-by-case basis.

LAWN DECORATION, ARTIFICIAL VEGITATION, AND SCULPTURES

No artificial vegetation shall be permitted on the exterior of any portion of the Properties. No exterior sculpture, fountains, birdhouses, birdbaths, other decorative embellishments, or similar items shall be permitted unless approved by the Modifications Committee.

LIGHTING

All exterior lighting must be approved, except for traditional holiday lights, which may be displayed two months prior and one month after any commonly recognized holiday.

MAILBOXES

Mailboxes shall be constructed of either masonry or brick to match the exterior of the home. Stone mailboxes or metal boxes on wood poles are not permitted. Modifications committee approval is not required provided a mailbox is being rebuilt to the same existing conditions as it was before. Existing mailboxes on steel posts can be replaced in kind. Any deviation from existing mailbox requires Modifications Committee's approval. Brick units may not be replaced by pole mounted mailboxes.

PAINTING/STAINING/COLOR CHANGES

Property owners who wish to repaint their house with the same original (builder) house color do not have to submit a Modification Application. Property owners who elect to change their house color from the originally approved color are required to submit a Modification Application.

All paint applications shall submit a current color photo, indicating color placements, and include all original paint chips, identified without highlighting, or obscuring the color.

PATIOS AND PATIO COVERS

Patio covers must be made of the same materials as the rest of the home. No metal or vinyl structures are allowed. No shed-type or flat roofs are allowed, unless a variance is provided due to construction features of the home that would allow that type of roof to be well-integrated with the home, and the home would not be suitable for a hip or gable roof. Otherwise, roofs must be hip or gable. Shingles must be of the same style, color and texture as the rest of the roofing material on the home. Patios must be constructed of concrete or decorative stone/pavers.

PERGOLAS

Pergolas cannot be roofed. If you want a roof, you need to build a porch, not a pergola. They must be made from cedar, cypress, or redwood. The tops of the pergolas must be level to the eye. No sloped pergolas will be approved unless specifically designed to be sloped. Polycarbonate panels are not permitted to be placed on top of the shading slats of the pergola. Footings must be mounted on top of the concrete slab and properly anchored. Posts set in concrete are permitted if properly designed by builder's engineer and compliant with the City of Grand Prairie Building Code. Pergolas must have 6x6 posts at a minimum. Each post should sit on a below ground foundation of a size recommended by your structural engineer. The model for pergolas should be the pergolas at the Grand Peninsula pool areas. Please specify the on-center distance for the rafters and top slats.

PRIVACY SCREENS

Privacy screens constructed of wood or metal will be considered on a case-by-case basis, but typically are not allowed. Any privacy screen visible over the fence requires signature of surrounding neighbors on the submittal form, as described in the introduction.

RAIN COLLECTION/STORAGE DEVICES

Homeowners may install a rainwater collection device subject to the following conditions:

Prior to installation, an owner must submit plans and specifications and receive written approval of the ACA Committee. The plans must show:

- the proposed location (on a plot plan showing location of the device in relation to the house);
- color and materials
- shielding device to be used (if not located behind a backyard fence or can be seen above the fence line)
- size (which shall be no larger than single family, residential size commonly found in the marketplace)
- type of system or device (please check City of Grand Prairie codes and ordinances for current regulations regarding closed vs. open systems); and
- identify whether the device (or any part of it) will be visible from any street, other lot, or common areas.

Rainwater collection devices must be shielded from view of any street, another lot, or common area, and must be placed behind fenced sections of the home. If visible from above the fence, it must be shielded from view. Some suggested ways of shielding include (but is not limited to) shrubbery, landscaping, or other fence-like device consistent with the materials and color scheme of the existing home. The modifications committee will, at its sole discretion, decide on aesthetic appeal of shielding materials.

An owner may NOT install a rainwater collection device that:

- is located on property owned by someone other than the homeowner (e.g., City, Association, or other homeowners); or
- is located between the front of the owner's home and an adjoining or adjacent street; and
- is of a color not consistent with the color scheme of the owner's home.
- Rainwater collections devices may not display any language or other content that is not typically displayed by such a barrel or system as it is manufactured.

RELIGIOUS DISPLAYS

An owner or resident may not display or affix a religious item on the entry to the owner or resident's dwelling which:

1. threatens the public health or safety;
2. violates a law;
3. contains language, graphics, or any display that is patently offensive to a passerby;
4. is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
5. individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches;

RETAINING WALLS

Millsap stone or similar stone shall be required for retaining walls. Wood or similar material is not allowed.

ROOF REPLACEMENTS

Roof replacements do not require a Modification Application submission as long as the roof is being replaced with the exact same roof (material and color) as the original (builder) roof.

All dwellings shall have a roof of wood shingles, slate, tile or 20-year composition singles with a weight of at least 240 pounds per 100 square feet and that have a weathered brown or gray look, unless some other material is approved by the appropriate committee and must compliment the other exterior materials of the house. No use of "3·Tab" shingles shall be allowed.

If a Modifications approval is required, the roof replacement applications must include an original color brochure with the material selection being identified, without highlighting, or obscuring the color.

Any unapproved roof replacements may be subject to removal and replacement at the homeowner's expense and within a time frame to be determined by the Board of Directors.

ROOFING MATERIALS

Owners may install, with modifications committee approval, roof shingles that are designed to be wind & hail resistant, provide heating and cooling efficiencies greater than those provided by customary composite shingles, and/or provide solar generation capabilities.

When installed, said shingles must resemble the shingles used or otherwise authorized for use on properties within the subdivision, are more durable than or equal to the quality of wind and hail resistant shingles, and match the aesthetics of the property surrounding the owner's property.

ROOFTOP APPENDAGES/ ATTIC VENTILATION/SKYLIGHTS

Attic ventilators shall be of the "low profile" type and may be either passive (vent only) or active (powered fan).

Rooftop appendages, vents, stacks, ventilations, skylights should be located on the rear slopes of the roof. The appendages are to be painted to match or blend with the color of the roof. The appendages shall not be above the roof ridge. Roof ridge vents are acceptable.

No skylights shall be allowed on the front slope of the roof.

SATELLITE DISHES

Approval is not required prior to beginning the project if they are placed according to these guidelines.

Virtually EVERY satellite dish can be installed out of sight and still get a great signal. All you need is a clear view of the southwest sky. All satellite dishes should be installed on the rear of the

home for any home not backing up to a major right of way whenever possible (Grandway, Arlington Webb Britton, Coastal, Nautical, or Grand Peninsula Drive). For homes backing up to a major right of way, dishes should be located on the side of the home which is least visible from the roads. As an alternative, dishes can be mounted below the height of the surrounding fence. All cables should be neatly tacked to the wall and concealed as much as possible from view. Residents are encouraged to consider alternatives to satellite dishes. Dishes that are no longer in use must be removed. Only dishes smaller than one meter is allowed.

SHEDS

Sheds must be made from the same type of building materials as the home. No plywood, metal or plastic sheathed structures are allowed. Brick, stone, and Hardie-board are allowed. Typical store-bought sheds are not allowed, e.g., T-11 siding, plastic, etc. Windows, doors, and exterior hardware should be the same style and standards as the home. Shed footprint should be no larger than 80 sq. ft. The height of the shed cannot make it visible from the street, and roof peaks can be up to 8 feet if an 8-foot fence is installed. If you have a 6-foot fence, and the lot slopes up 2 feet, the shed cannot be a 6-foot-high shed as it will be clearly visible from the street. Lots with wrought iron fencing facing a roadway or common area are not permitted to construct sheds. Sheds must be situated on slabs, and enough walking space must be provided to properly maintain grass and other landscaping on all sides of the shed; three feet minimum clearance is recommended. Lot setbacks and easements must be taken into consideration on shed placement.

SOLAR DEVICES

Homeowners may install solar energy devices mounted on the roof of the home or behind the homeowner's fence.

Roof-mounted solar energy devices should be no higher than or beyond the roofline.

Roof-mounted solar energy devices shall have a frame, a support bracket, or visible piping or wiring that is in a silver, bronze, or black tone commonly available in the marketplace. They must also conform to the slope of the roof and have a top edge that is parallel to the roofline.

If located in a fenced yard or patio, solar energy devices may not be taller than the fence line.

An owner may NOT install a solar energy device that violates any laws or threatens public safety, is located on property owned by someone other than the homeowner (e.g., City, Association, or other homeowners), is located in any other part of the property other than roof or behind fence line, voids warranties as installed, or was installed without prior modifications committee approval.

SOLAR SCREENS

Solar screens are an exterior modification and therefore require approval of the modifications committee. Frame and screen color should be compatible with the exterior color of the home.

STORM & SCREEN DOORS

The proposed storm or screen door shall be finished in a color complementary of the house.

Storm doors installed in the front of the house shall have a transparent glass, and shall be either colorless, a light shade of gray, or a light shade of bronze. The proposed storm door glass shall not have any other coloring (reds, blues, greens, yellows, or any other color). Translucent/frosted (non-colored) accents & grillwork are acceptable.

Storm doors installed in the rear of the house may include colored glass.

Screen doors shall have a screen mesh (dark in color) with an even transparent look.

STONE OR BRICK LANDSCAPE BEDS

See section on Landscape Borders and Walls.

SWING SETS

Swing sets must be approved by the Modifications Committee prior to installation. Swing sets should be at least six feet from any neighboring fence, and every attempt should be made to minimize intrusion on neighboring homes. Any swing set higher than the fence requires signature of surrounding neighbors on the submittal form, as described in the introduction.

SWIMMING POOLS

No swimming pool may be installed without the prior written approval of the Modifications Committee. Since a swimming pool is a custom modification, it will be given every consideration, on a case-by-case basis. Only in-ground pools may be built; no above ground pool of any kind, temporary or permanent, is allowed.

TRELLISES

Trellises can be constructed of cedar, cypress, or redwood, or decorative metal. Any trellis visible

over the fence requires signature of surrounding neighbors on the submittal form, as described in the introduction.

XERISCAPING

A detailed description or plan of the installation of drought-resistant landscaping or water-conservation natural turf must be submitted for review and approval. Proposed xeriscaping modifications must conform with aesthetic compatibility with other landscaping within the community.

New plantings must come from the current recommended plant list from the City of Grand Prairie, unless otherwise approved by the Modifications Committee.

Front yards and yards adjacent to a street shall be covered with either sod; ground cover; or other landscape material, as approved by the Modifications Committee.

Any hardscape changes to front yards or side yards adjacent to a street must have approval of the Modifications Committee.

White rocks are not permitted. Natural colored river rock or stones are an acceptable color. Please provide color sample of proposed rock with modifications submission request.

D223169211 09/19/2023 03:41 PM Page: 1 of 7 Fee: $43.00 Submitter: Riddle & Williams
Electronically Recorded by Tarrant County Clerk in Official Public Records
MARY LOUISE NICHOLSON
COUNTY CLERK

ELEVENTH SUPPLEMENT
TO
NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
GRAND PENINSULA

[Investment Policy]

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

This Notice of Filing of Dedicatory Instruments for Grand Peninsula ("Notice") is made this 18 day of September, 2023, by **GRAND PENINSULA OWNERS ASSOCIATION, INC.** ("Association").

W I T N E S S E T H:

WHEREAS, W/J Grand Peninsula, L.P. ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc." on or about June 12, 2002, at Volume 15742, Page 0004-0001 of the Real Property Records of Tarrant County, Texas (the "Declaration"), and which Declaration was subsequently supplemented by multiple Supplemental Declarations recorded in the Real Property Records of Tarrant County, Texas, and which Declaration was subsequently amended by an instrument(s) also recorded in the Real Property Records of Tarrant County, Texas; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association has previously recorded the following notices of dedicatory instruments in the Real Property Records of Tarrant County, Texas:

"Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded July 23, 2003 as Clerk's Instrument No. D203264168 and at Volume 16960, Page 0288-001;

"Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded March 29, 2006 as Clerk's Instrument No. D206089801;

"Certificate for Recordation of Dedicatory Instrument for Grand Peninsula Owners Association, Inc." – recorded October 23, 2008 as Clerk's Instrument No. D208404804;

"Certificate for Recordation of Dedicatory Instrument for Grand Peninsula Owners Association, Inc." – recorded November 20, 2008 as Clerk's Instrument No. D208433937;

"Second Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded October 30, 2009 as Clerk's Instrument No. D209286879;

"Third Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded June 9, 2010 as Clerk's Instrument No. D210137291;

"Fourth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded January 17, 2012 as Clerk's Instrument No. D212011046;

"Fifth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded November 6, 2013 as Clerk's Instrument No. D213288120; and

"Sixth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded October 2, 2014 as Clerk's Instrument No. D214216960.

"Seventh Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded August 10, 2017 as Clerk's Instrument No. D217184408.

"Eighth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded August 24, 2017 as Clerk's Instrument No. D217196386.

"Ninth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded October 30, 2019, as Clerk's Instrument No. D219248462.

"Tenth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula" – recorded May 26, 2020, as Clerk's Instrument No. D220118789,

WHEREAS, the Association desires to record the "Investment Policy" attached hereto as Exhibit "A" and incorporated herein by reference (the "Investment Policy").

NOW, THEREFORE, the Investment Policy attached hereto as Exhibit "A" is hereby filed of record in the Real Property Records of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

GRAND PENINSULA OWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: David N. Stewart III

Printed Name: DAVID N. STEWART, III

Title: President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared DAVID W. STEWART III, PRESIDENT of the Grand Peninsula Owners 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 therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 18th day of SEPTEMBER 2023. 2023.

Notary Public in and for the State of Texas
My Commission Expires: 3-23-2026

VERONICA TREVINO
Notary Public, State of Texas
Comm. Expires 03-23-2026
Notary ID 128853392

Exhibit "A"

Investment Policy

GRAND PENINSULA OWNERS ASSOCIATION, INC.

INVESTMENT POLICY

WHEREAS, Grand Peninsula Owners Association, Inc. (the "**Association**") has authority pursuant to Article III.C, Section 17(e) of the By-Laws of Grand Peninsula Owners Association, Inc. (the "**Bylaws**") to adopt policies relating to the deposit of Association funds into banks and other depositories; and

WHEREAS, the Board of Directors finds there is a need to establish policies and procedures for the deposit and investment of Association funds in order to protect and ensure the safety of the assets and capital improvements of the Association and provide guidance to those volunteers who participate in the investment process and to further provide guidance to those who offer investment services to the Association, including brokers/dealers, banks, consultants, savings institutions, and custodians; and

WHEREAS, the following investment policy addresses the methods, procedures and practices which must be exercised to ensure effective and judicious fiscal investment management of the Association's funds. This policy does not set forth:

- the minimum reserve fund balance required of the Association;
- any mandate for a reserve fund study; or
- the tax consequences of the investment options contained herein.

NOW, THEREFORE, IT IS RESOLVED that the following rules, procedures, and practices are established for the deposit and investment of the Association's funds, and that said rules, procedures and practices are to be known collectively as the "Investment Policy" for the Association:

1. **Defined Terms**. Unless otherwise specified, capitalized terms used in this Policy shall have the same meaning as defined in the Declaration.

2. **Policy Objectives**. The Board of Directors of the Association shall invest funds held in accounts to generate revenue that will accrue to the Association's balance pursuant to the following goals, criteria, and policies, listed in order of importance:

- **Safety of Principal**. Promote and ensure the preservation of the fund's principal and minimize risk.
- **Liquidity and Accessibility**. Structuring the investment portfolio so that investments mature sufficiently close to cash requirements for ongoing operations, thereby minimizing the potential need to sell investments prior to maturity and to structure maturities to ensure availability of assets for projected or unexpected expenditures.
- **Minimal Costs**. Investment costs (redemption fees, commissions, and other transactional costs) should be minimized.

- **Diversity**. Mitigate the effects of interest rate volatility upon reserve assets.
- **Return**. Funds should be invested to seek the highest level of fixed return.

The Association will comply with all applicable laws, regulations, and governing documents that pertain to its investment activities, including any restrictions on investment types or limits imposed by local laws or the Association's governing documents.

3. **Investment of Operating Funds**. The operating funds shall remain sufficiently liquid to meet all planned fund expenditures for the following quarter. The Board, on the recommendation of the Treasurer, will review the reserve schedule periodically to determine anticipated liquid assets required for near-term expected expenditures plus at least a twenty percent (20%) contingency. The operating funds shall be used for the regular budgeted operations of the Association.

All operating fund investments will be FDIC (Federal Deposit Insurance Corporation) insured, and/or Guaranteed by the United States Government as approved by the Board of Directors.

4. **Investment of Reserves**.

a. **Investment Strategy**. Assets will be invested in federally insured accounts and/or securities that have maturities of at least three (3) months, and no more than one (1) year. If assets permit, securities with varying maturity dates (laddering strategy) will be purchased rather than investing a lump sum in one security with one maturity date. (Laddering allows securities to mature at various times so some Assets come available periodically without invoking early termination penalties.) This will be done referencing the Reserve Study to ensure anticipated liquidity needs of the association are met.

b. **Approved Investment Classes**.

- Federally insured savings accounts.
- Money market accounts.
- Certificates of deposit in FDIC insured financial institutions not to exceed the limit of FDIC insurance.
- Treasury bills, notes, or bonds, with a five-year maximum maturity.
- The HOA will not invest in speculative or high-risk securities, including but not limited to:
    - o Individual stocks.
    - o Equity mutual funds, domestic or foreign.
    - o ETFs.
    - o Margin transactions.

c. **Review & Control**.

- All investments will be purchased in the name of the Association.
- The Board shall form an Investment Committee as a standing committee to assist

the Board in discharging its responsibilities under this Investment Policy and make investment and cash management recommendations to the Board for their final approval.

- Responsibility for conducting investment transactions for the Association resides with the Treasurer with Board approval. The President of the Board of Directors will be considered an authorized person to assist the Treasurer in performing investment management, cash management, or treasury functions. Persons authorized to transact investment business for the Association are limited to these two officers.
- The signatures of the President and Treasurer are required for withdrawals or transfers of reserve Assets, after Board approval.
- The Board will review regular financial statements and adjust as needed to ensure Objectives are being met.
- The Board of Directors shall provide a copy of this Investment Policy to the newly elected Treasurer at the assumption of office.
- Transparency and accountability will be maintained in all investment activities. Fiduciary duties and responsibilities of all parties shall be maintained.

d. **Independent Professional Investment Assistance**. The Board may hire, but is not obligated to hire, a qualified investment counselor to assist in formulating a specific investment strategy. If the Association chooses to engage an investment manager, the selection process will involve evaluating their qualifications, experience, and track record. The manager should align with the Association's objectives and provide regular performance reports. Ongoing monitoring and periodic reviews of the manager's performance will be conducted.

All investments other than insured bank deposits are to be made through the Association's management company unless otherwise approved by the Board.

IT IS FURTHER RESOLVED that this Investment Policy replaces and supersedes in all respects all prior policies and resolutions with respect to the deposit and investment of the Association's funds 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 same on August 9, 2023, and has not been modified, rescinded, or revoked.

DATE: 9/18/2023

~~Secretary~~ President

F\MISCPOLICIES\GrandPeninsula.InvestmentPolicy

D223228969 12/28/2023 02:46 PM Page: 1 of 12 Fee: $63.00 Submitter: Riddle & Williams
Electronically Recorded by Tarrant County Clerk in Official Public Records
MARY LOUISE NICHOLSON
COUNTY CLERK

FIRST AMENDMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR GRAND PENINSULA

[Covenant Enforcement Policy and Fining Schedule]

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

This **FIRST AMENDMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR GRAND PENINSULA** ("First Amendment") is made this 27 day of December, 2023, by **GRAND PENINSULA OWNERS ASSOCIATION, INC.** ("Association").

W I T N E S S E T H:

WHEREAS, W/J Grand Peninsula, L.P. ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc." on or about June 12, 2002, at Volume 15742, Page 0004-0001 of the Real Property Records of Tarrant County, Texas (the "Declaration"), and which Declaration was subsequently supplemented by multiple Supplemental Declarations recorded in the Real Property Records of Tarrant County, Texas, and which Declaration was subsequently amended by an instrument(s) also recorded in the Real Property Records of Tarrant County, Texas; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association has previously recorded the following notices of dedicatory instruments in the Real Property Records of Tarrant County, Texas:

"Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about July 23, 2003, as Clerk's Instrument No. D203264168 and at Volume 16960, Page 0288-001 (the "Notice");

"Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about August 22, 2003, at Volume 2003164, Page 10066 (the "Second Notice");

"Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about March 29, 2006, as Clerk's Instrument No. D206089801 (the "Original Supplement");

"Certificate for Recordation of Dedicatory Instrument for Grand Peninsula Owners Association, Inc.," recorded on or about October 23, 2008, as Clerk's Instrument No. D208404804 (the "October 2008 Supplement");

"Certificate for Recordation of Dedicatory Instrument for Grand Peninsula Owners Association, Inc.," recorded on or about November 20, 2008, as Clerk's Instrument No. D208433937 (the "November 2008 Supplement");

"Second Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about October 30, 2009, as Clerk's Instrument No. D209286879 (the "Second Supplement");

"Third Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded June 9, 2010, as Clerk's Instrument No. D210137291 (the "Third Supplement");

"Fourth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about January 17, 2012, as Clerk's Instrument No. D212011046 (the "Fourth Supplement");

"Fifth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about November 6, 2013, as Clerk's Instrument No. D213288120 (the "Fifth Supplement");

"Sixth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about October 2, 2014, as Clerk's Instrument No. D214216960 (the "Sixth Supplement");

"Seventh Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about August 10, 2017, as Clerk's Instrument No. D217184408 (the "Seventh Supplement");

"Eighth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about August 24, 2017, as Clerk's Instrument No. D217196386 (the "Eighth Supplement");

"Ninth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about October 30, 2019, as Clerk's Instrument No. D219248462 (the "Ninth Supplement");

"Tenth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about May 26, 2020, as Clerk's Instrument No. D220118789 (the "Tenth Supplement");

"Eleventh Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about September 19, 2023, as Clerk's Instrument No. D223169211 (the "Eleventh Supplement"); and

WHEREAS, Exhibit B-2 to the Notice and Exhibit B-2 to the Second Notice contain the Association's Fine Structure and Policy adopted on January 27, 2003 (the "2003 Fining Policy"); and

WHEREAS, Exhibit A-1 to the Seventh Supplement contains the Association's Amended and Restated Covenant Enforcement and Fining Policy adopted on July 19, 2017 (the "2017 Fining Policy") which replaced the 2003 Fining Policy; and

WHEREAS, the Board desires to replace the 2017 Fining Policy with the Covenant Enforcement Policy and Fining Schedule attached hereto as **Exhibit "A"** and incorporated herein by reference.

NOW, THEREFORE, the dedicatory instrument attached hereto as **Exhibit "A"** is hereby filed of record in the Real Property Records of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

GRAND PENINSULA OWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

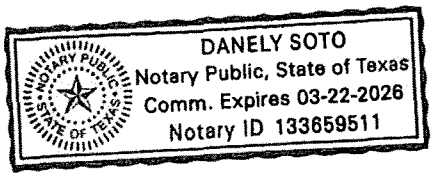
By: Grand Peninsula Owners Asso.
Name: Sarah A Clark
Title: President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Sarah Clark, President of the Grand Peninsula Owners 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 therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 27 day of December, 2023.



Danely Soto
Notary Public in and for the State of Texas

My Commission Expires: 03-22-2026

Exhibit "A"

Covenant Enforcement Policy and Fining Schedule

GRAND PENINSULA OWNERS ASSOCIATION, INC.

COVENANT ENFORCEMENT POLICY AND FINING SCHEDULE
(Section 209.0061 of the Texas Property Code Compliant)

WHEREAS, Grand Peninsula Owners Association, Inc. (the "Association") is authorized to enforce the covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc. (the "Declaration"), the By-Laws of Grand Peninsula Owners Association, Inc. (the "Bylaws"), any guidelines, any policies, and any rules and regulations adopted by the Board pursuant to the Declaration (collectively, the "Restrictions"); and

WHEREAS, pursuant to Article IV, Section 4 of the Declaration, the Association is authorized to impose sanctions for violations of the Restrictions, which sanctions may include reasonable monetary fines; and

WHEREAS, pursuant to Article III, Section 22 of the Bylaws, the Board has the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner for violation of any duty imposed under the Restrictions; and

WHEREAS, the Board previously recorded the Fine Structure and Policy on or about July 23, 2003, as Instrument No. D203264168 of the Real Property Records of Tarrant County, Texas, and re-recorded on or about August 22, 2003, at Volume 2003164, Page 10066 of the Real Property Records of Tarrant County, Texas (the "2003 Fining Policy"); and

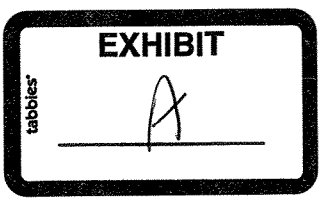
WHEREAS, the 2003 Fining Policy was replaced by the Amended and Restated Covenant Enforcement and Fining Policy which was recorded on or about August 10, 2017, as Instrument No. D217184408 of the Real Property Records of Tarrant County, Texas (the "2017 Fining Policy"); and

WHEREAS, in order to comply with Sections 209.006, 209.0061, and 209.007 of the Texas Residential Property Owners Protection Act (the "Act") the Board of Directors of the Association desires to replace the 2017 Fining Policy the following policies and procedures for the enforcement of the restrictive covenants set forth in the Restrictions and 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 Restrictions and for the elimination of violations of the Restrictions and the same are to be known as the "Covenant Enforcement Policy and Fining Schedule" (to be referred to herein as the "Enforcement Policy").

I
EXEMPTED ACTIONS/REMEDIES

This Enforcement Policy and the procedures herein do not apply if the Association files suit seeking a temporary restraining order or temporary injunctive relief, files suit to recover



money damages, is seeking to recover unpaid assessments and/or is pursuing judicial or non-judicial foreclosure, is pursuing a self-help remedy, in the event the Association temporarily suspends an Owner's right to use the Common Area based upon a violation that occurred on the Common Area and involved a significant and immediate risk of harm to others in the community, or a counterclaim of the Association in a lawsuit brought against the Association by a property owner.

II
GENERALLY

The steps and procedures contained in this Enforcement Policy serve as a general outline of the procedures to follow for enforcement of the covenants, conditions, restrictions and rules contained in the Restrictions; provided, however, that this Enforcement Policy does not apply to collection of assessments and related costs and charges. The Association is not bound to follow the exact procedures in every enforcement matter except as required by the Restrictions or the Act. The procedures in this Enforcement Policy are not intended to constitute a prerequisite or condition precedent to the Association's ability to pursue a remedy to enforce against any violation or to obtain any legal relief or remedy except as required by the Act.

The definitions contained in the Association's Restrictions are hereby incorporated herein by reference. For purposes of this Enforcement Policy, "Lot" shall have the same meaning as "Unit" as defined in Article I, Section 42 of the Declaration.

III
VIOLATION

Any condition, conduct, use, activity, or improvement which does not comply with the provisions of the Restrictions shall constitute a "Violation" under this Policy for all purposes. A Violation is considered a threat to public health or safety if the Violation could materially affect the physical health or safety of an 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. The following are examples of acts considered uncurable for purposes of this Policy:

a. shooting fireworks;

b. an act constituting a threat to health or safety;

c. a noise violation that is not ongoing;

d. property damage, including the removal or alteration of landscape; and

e. holding a garage sale or other event prohibited by the Restrictions.

The non-repetition of a one-time Violation or other Violation that is not ongoing is not considered an adequate remedy to the Association with respect to the enforcement of such Violation.

IV
OPTIONAL COURTESY NOTICE

Upon discovery of a Violation, the Board or its delegate may, but is not obligated to, forward to the Owner of the Lot in question written notice via regular first-class mail, email, or via postcard of the discovery of a Violation(s) (the "Courtesy Notice"). The Courtesy Notice will give the Owner a deadline for correction or cure. The Board or its delegate may proceed immediately to the notice below and is not required to send this Courtesy Notice.

V
NOTICE OF VIOLATION

If the Violation is not corrected or eliminated within the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association will send the Owner of the Lot in question a written notice of the Violation(s) by verified mail at the Owner's last known address as shown on the Association's records as well as to any other address the Owner has used or provided to the Association or for which the Association believes to be connected to the Owner (the "Notice of Violation"). A Notice of Violation is not required if the alleged violator received a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given a reasonable opportunity to cure the prior Violation. In such event, the Board may impose sanctions as authorized by the Restrictions and/or this Enforcement Policy without notice to the Owner other than the Notice of Sanction/Fine described below. A Notice of Violation is also not required if the Act does not require it. The Notice of Violation, if required, will provide, as applicable, the following:

1. Describe the Violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner;

2. Inform the Owner that the Owner:

   a. is entitled to a reasonable period to cure the Violation and avoid the fine or suspension if the Violation is of a curable nature and does not pose a threat to public health or safety,

   b. may request a hearing under Section 209.007 on or before the 30th day after the date the Notice of Violation was mailed to the Owner; and

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

3. Specify the date by which the Owner must cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety; and

4. Notify the Owner that if a curable Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if the conduct which constitutes a Violation is committed again, or if a written request for a hearing is not made on or before the 30th day after the date of the Notice of Violation, that the sanctions or actions delineated in the Notice of Violation may be imposed or taken and that any attorney's fees and costs will be charged to the Owner.

VI
OWNER'S RIGHT TO REQUEST A HEARING

If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board. However, Owners do not have a right to request a hearing if (i) the Owner is not entitled to an opportunity to cure the violation; (ii) if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action; or (iii) the Association temporarily suspends a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision.

If the Owner is entitled to a hearing and timely requests such hearing, the Association will hold the hearing not later than the 30th day after the date the board receives the Owner's written request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The board or owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.

The Owner or the Association may make an audio recording of the meeting.

Not later than ten (10) days before the Association holds a hearing hereunder, the Association shall provide to an Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. If the Association does not provide a packet within the ten-day period, the Owner is entitled to an automatic 15-day postponement of the hearing.

During the hearing, a Board member or the Association's designated representative shall first present the Association's case against the Owner. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

VII
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, filing a notice of violation or non-compliance against the

Lot in the real property records, seeking injunctive relief against the Owner to correct or otherwise abate the Violation, and/or filing suit to collect fines and/or costs incurred to cure Violations or repair property damage. Attorney's fees and all costs incurred by the Association in enforcing the Restrictions and administering this Enforcement Policy shall become the personal obligation of the Owner. Fines are also secured by the Association's assessment lien pursuant to Article III, Section 22 of the Bylaws.

VIII
CATEGORIES OF VIOLATIONS AND SCHEDULE OF FINES

The Board of Directors has established a list of the general categories of restrictive covenants for which the Association may assess fines for violation of the covenants and the schedule of fines for each such category. These categories and schedules are attached hereto as **Exhibit A**.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 20 Dec, 2023, and has not been modified, rescinded or revoked.

DATE: 27 Dec 23

President / Secretary

EXHIBIT A

SCHEDULE OF FINES

The Board reserves the right to vary from this fine schedule on a case-by-case basis depending on the nature and severity of any Violation. An Owner's conduct may violate more than one provision of the Association's governing documents in which case the Association may levy a fine for each category of Violation. Initial Fines, 2nd Fines and Additional Fines may double for repeat offenders of the same or similar Violation.

Subject to the provisions of this Enforcement Policy and/or the Restrictions, the general categories of Violations and the schedule of fines for those Violations shall be as follows:

CATEGORY OF VIOLATION	TYPE	INITIAL FINE	2ND AND ADDITIONAL FINES
Single-Family/Business Use	Curable	Up to $500	Up to $1000 per month
Leasing Violation			
Short-Term Rental	Curable	$100 per day	N/A
No Notice of Lease (Lease Compliant)	Uncurable	Up to $500 (one-time)	N/A
Lease Non-Compliant	Curable	Up to $500	Up to $1000 per month
All Other	Uncurable	Up to $500 (one-time)	N/A
All Other	Curable	Up to $500	Up to $1000 per month
Nuisance/Noxious/Offensive Conduct	Uncurable	Up to $500 (one-time)	
Nuisance/Noxious/Offensive Conduct	Curable	Up to $500	Up to $1000 per month
Architectural Violations			
Failure to Submit Plans	Uncurable	Up to $500 (one-time)	
Failure to Construct Per Approved Plans (Modification Denied)	Curable	Up to $500	Up to $500 per month
Failure to Construct Per Approved Plans (Modification Allowed)	Curable	Up to $10,000 (one-time)	N/A
Parking & Vehicle-Related Violations	Curable	Up to $500	Up to $1000 per month
Parking & Vehicle-Related Violations	Uncurable	Up to $500 (one-time)	N/A
Pet & Animal (Livestock) Violations	Curable	Up to $500	Up to $1000 per month
Pet & Animal (Livestock) Violations	Uncurable	Up to $500 (one-time)	N/A

CATEGORY OF VIOLATION	TYPE	INITIAL FINE	2ND AND ADDITIONAL FINES
Maintenance, Construction, Landscaping & Drainage Violations	Curable	Up to $500	Up to $1000 per month
Maintenance, Construction, Landscaping & Drainage Violations	Uncurable	Up to $500 (one-time)	N/A
Rules & Regulations Violations	Curable	Up to $500	Up to $1000 per month
Rules & Regulations Violations	Uncurable	Up to $500 (one-time)	N/A
All Other Violations	Curable	$100	$250 (2nd); $500 (3rd+)
All Other Violations	Uncurable	$100 (one-time)	

D224066872 04/18/2024 02:59 PM Page: 1 of 13 Fee: $68.00 Submitter: Riddle & Williams
Electronically Recorded by Tarrant County Clerk in Official Public Records
MARY LOUISE NICHOLSON
COUNTY CLERK

TWELFTH SUPPLEMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR GRAND PENINSULA

[Amended Religious Item Display Guidelines; Architectural Review Authority Procedures; Policy Regarding Solicitation of Bids; Security Measures Guidelines; Swimming Pool Enclosure Guidelines; Violation Hearing Procedures]

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

This **TWELFTH SUPPLEMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR GRAND PENINSULA** ("Twelfth Supplement") is made this 10 day of April, 2024, by **GRAND PENINSULA OWNERS ASSOCIATION, INC.** ("Association").

WITNESSETH:

WHEREAS, WJ Grand Peninsula, L.P. ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Grand Peninsula Owners Association, Inc." on or about June 12, 2002, at Volume 15742, Page 0004-0001 of the Real Property Records of Tarrant County, Texas (the "Declaration"), and which Declaration was subsequently supplemented by multiple Supplemental Declarations recorded in the Real Property Records of Tarrant County, Texas, and which Declaration was subsequently amended by an instrument(s) also recorded in the Real Property Records of Tarrant County, Texas; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association has previously recorded the following notices of dedicatory instruments in the Real Property Records of Tarrant County, Texas:

"Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about July 23, 2003, as Clerk's Instrument No. D203264168 and at Volume 16960, Page 0288-001 (the "Notice");

"Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about August 22, 2003, at Volume 2003164, Page 10066 (the "Second Notice");

"Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about March 29, 2006, as Clerk's Instrument No. D206089801 (the "Original Supplement");

"Certificate for Recordation of Dedicatory Instrument for Grand Peninsula Owners Association, Inc.," recorded on or about October 23, 2008, as Clerk's Instrument No. D208404804 (the "October 2008 Supplement");

"Certificate for Recordation of Dedicatory Instrument for Grand Peninsula Owners Association, Inc.," recorded on or about November 20, 2008, as Clerk's Instrument No. D208433937 (the "November 2008 Supplement");

"Second Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about October 30, 2009, as Clerk's Instrument No. D209286879 (the "Second Supplement");

"Third Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded June 9, 2010, as Clerk's Instrument No. D210137291 (the "Third Supplement");

"Fourth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about January 17, 2012, as Clerk's Instrument No. D212011046 (the "Fourth Supplement");

"Fifth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about November 6, 2013, as Clerk's Instrument No. D213288120 (the "Fifth Supplement");

"Sixth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about October 2, 2014, as Clerk's Instrument No. D214216960 (the "Sixth Supplement");

"Seventh Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about August 10, 2017, as Clerk's Instrument No. D217184408 (the "Seventh Supplement");

"Eighth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about August 24, 2017, as Clerk's Instrument No. D217196386 (the "Eighth Supplement");

"Ninth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about October 30, 2019, as Clerk's Instrument No. D219248462 (the "Ninth Supplement");

"Tenth Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula," recorded on or about May 26, 2020, as Clerk's Instrument No. D220118789 (the "Tenth Supplement");

"Eleventh Supplement to Notice of Filing of Dedicatory Instruments for Grand Peninsula,"
recorded on or about September 19, 2023, as Clerk's Instrument No. D223169211 (the "Eleventh Supplement"); and

WHEREAS, the Association desires to again supplement the Notice with the dedicatory instruments attached hereto as **Exhibit "A"** and incorporated herein by reference.

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A"** are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Twelfth Supplement to be executed by its duly authorized agent as of the date first above written.

GRAND PENINSULA OWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: GPOA BOD
Name: John Berko
Title: Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared John Fierro Secretary of the Grand Peninsula Owners 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 therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 10th day of April, 2024
2024

Danely Soto

Notary Public in and for the State of Texas

EXP: 03-22-2026

DANELY SOTO
Notary Public, State of Texas
Comm. Expires 03-22-2026
Notary ID 133659511

Exhibit "A"

A-1 Amended Religious Item Display Guidelines

A-2 Architectural Review Authority Procedures

A-3 Policy Regarding Solicitation of Bids

A-4 Security Measures Guidelines

A-5 Swimming Pool Enclosure Guidelines

A-6 Violation Hearing Procedures

GRAND PENINSULA OWNERS ASSOCIATION, INC.

AMENDED RELIGIOUS ITEM DISPLAY GUIDELINES

WHEREAS, Section 202.018 of the Texas Property Code precludes associations from adopting or enforcing a provision in a dedicatory instrument which prohibits an owner or resident from displaying or affixing on the owner's or resident's property or dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief; and

WHEREAS, pursuant to Section 202.018(b) of the Texas Property Code, Grand Peninsula Owners Association, Inc. (the "Association") is permitted to adopt and enforce certain limitations on the display of religious items; and

WHEREAS, the Association may have previously adopted Religious Item Display Guidelines (the "Original Guidelines"); and

NOW, THEREFORE, IT IS RESOLVED, in order to comply with recent changes to Section 202.018 of the Texas Property Code, the Association desires to replace any Original Guidelines with the following guidelines to govern the display of religious symbols (the "Amended Guidelines").

A. An owner or resident may not display or affix a religious item on the owner or resident's property or dwelling which:

1. threatens the public health or safety;
2. violates a law other than a law prohibiting the display of religious speech;
3. contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
4. is installed on property:
   (a) owned or maintained by the Association; or
   (b) owned in common by members of the Association;
5. violates any applicable building line, right-of-way, setback, or easement; or
6. is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

C. In the event of any conflict between Section 202.018 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 202.018(b) and these Amended Guidelines control.

☐ **IT IS FURTHER RESOLVED** that these Amended Religious Item Display Guidelines are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing guidelines were adopted by the Board of Directors at a meeting of same on 10 Apr 24, and have not been modified, rescinded or revoked.

EXHIBIT

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A-1

DATE: 10 APR 24

Secretary John Fiero

GRAND PENINSULA OWNERS ASSOCIATION, INC.

ARCHITECTURAL REVIEW AUTHORITY PROCEDURES

WHEREAS, Section 209.00505 of the Texas Property Code establishes certain requirements for an association's architectural review authority and the procedures used by the architectural review authority: and

WHEREAS, in order to comply with Section 209.00505 of the Texas Property Code, the Grand Peninsula Owners Association, Inc. (the "Association") desires to adopt procedures regarding the Association's architectural review authority.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 209.00505 of the Texas Property Code, the Association hereby adopts the following policies and procedures regarding the architectural review authority.

1. "Architectural review authority" means the governing authority for the review (sometimes referred to, among other things, as an architectural review committee or architectural control committee) and approval of improvements within the Association.

2. These Architectural Review Authority Procedures do not apply during a development period or during any period in which the Declarant:

(a) appoints at least a majority of the members of the architectural review authority or otherwise controls the appointment of the architectural review authority; or

(b) has the right to veto or modify a decision of the architectural review authority.

3. A person may not be appointed or elected to serve on the Association's architectural review authority if the person is:

(a) a current board member;

(b) a current board member's spouse; or

(c) a person residing in a current board member's household

4. A decision by the Association's architectural review authority denying an application or request by an owner for the construction of improvements in the Association may be appealed to the Board. A written notice of the denial must be provided to the owner by certified mail, hand delivery, or electronic delivery (the "Denial Notice"). The Denial Notice must:

(1) describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and

(2) inform the owner that the owner may request a hearing under Subsection (e) on or before the 30th day after the date the Denial Notice was mailed to the owner.

5. The Board shall hold a hearing under this section not later than the 30th day after the date the Board receives the owner's request for a hearing and shall notify the owner of the

EXHIBIT

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A-2

date, time, and place of the hearing not later than the 10th day before the date of the hearing. Only one hearing is required under this subsection.

6. During a hearing, the Board or the designated representative of the Association and the owner or the owner's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the owner's application or request for the construction of improvements, and the changes, if any, requested by the architectural review authority in the Denial Notice.

7. The Board or the owner may request a postponement. If requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.

8. The Association or the owner may make an audio recording of the meeting.

9. The Board may affirm, modify, or reverse, in whole or in part, any decision of the architectural review authority as consistent with the Association's dedicatory instruments.

10. In the event of any conflict between 209.00505 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, 209.00505 of the and these procedures control.

IT IS FURTHER RESOLVED that these Architectural Review Authority Procedures are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing procedures were adopted by the Board of Directors at a meeting of same on 10 APR 24, and have not been modified, rescinded or revoked.

DATE: 10 APR 24

Secretary Jhn Fierro

GRAND PENINSULA OWNERS ASSOCIATION, INC.

POLICY REGARDING SOLICITATION OF BIDS

WHEREAS, pursuant to Section 209.0052(c) of the Texas Property Code, an association that proposes to contract for services that will cost more than $50,000 shall solicit bids or proposals using a bid process established by the association; and

WHEREAS, the Board of Directors of Grand Peninsula Owners Association, Inc. (the "Association") is required to adopt a bid process for such contracts.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 209.0052(c) of the Texas Property Code, the Association hereby adopts the following policy to govern the solicitation of bids and proposals for service contracts over $50,000, and the same is to be known as the Association's Policy Regarding Solicitation of Bids.

1. Except in the event of a need for work in the event of an emergency (as defined below), prior to entering into any contract for services that will cost more than $50,000.00, the Board of Directors shall solicit bids from at least three (3) separate vendors/providers, if reasonably available. In the case of an emergency, the Board may enter into a contract for services without soliciting or obtaining multiple bids so long as the terms of the contract appear fair and reasonable to the Association in the Board's sole and absolute discretion.

2. The Board is excused from soliciting and/or obtaining at least three (3) bids in the event of an emergency or certain exigent circumstances, including the following:

a. An emergency exists such that there is insufficient time to solicit and obtain multiple bids.

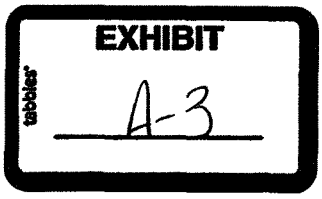
b. The Association was not able to locate at least three (3) vendors/providers to provide the services.

c. The Association solicited bids from at least three (3) vendors/providers, but not all vendors/providers responded to the request for a bid.

3. An emergency, as used in this policy, shall be defined as, but not be limited to, an unexpected occurrence, condition, or circumstance that requires immediate action in order to address the risk of harm to individuals and/or property damage, or to satisfy any local, state, federal or other governmental order. In addition, other unforeseen circumstances may be deemed by the Board to constitute an emergency as determined by the Board in its sole and absolute discretion.

4. Any and all decisions to award a service contract to a particular vendor or provider must be a sound business decision based upon what is in the best interest of the Association at the time. Nothing in this Policy Regarding Solicitation of Bids shall require the Board to award a service contract to the lowest bidder.

5. The Board may delegate the solicitation of bids procedures under this policy to the Association's management company as defined by Section 209.002 of the Texas Property Code.



6. In the event of any conflict between Section 209.0052(c) of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 209.0052(c) and this policy control.

IT IS FURTHER RESOLVED that this Policy Regarding Solicitation of Bids is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing policy was adopted by the Board of Directors at a meeting of same on 10/8/24, and has not been modified, rescinded or revoked.

DATE: 10/8/24

Secretary John Ferro

GRAND PENINSULA OWNERS ASSOCIATION, INC.

SECURITY MEASURES GUIDELINES

WHEREAS, Section 202.023 of the Texas Property Code precludes associations from adopting or enforcing a restrictive covenant that prevents an owner from building or installing security measures, including but not limited to a security camera, motion detector, or perimeter fence; and

WHEREAS, Section 202.023 of the Texas Property Code further provides that it does not prohibit an association from (1) prohibiting the installation of a security camera by an owner in a place other than the owner's private property; or (2) regulating the type of fencing that an owner may install.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.023 of the Texas Property Code, the Board of Directors of Grand Peninsula Owners Association, Inc. (the "Association") desires to adopt the following guidelines to govern the building or installing of security measures (the "Guidelines").

1. An owner may not install a security camera in any location other than the owner's own property.
2. Any and all perimeter fencing must comply with all covenants, conditions, restrictions and requirements contained in the Association's dedicatory instruments, including, but not limited to restrictions related to size, height, color, and material.
3. Owners must submit plans to and obtain the prior approval of the Association's architectural review authority where applicable before constructing or installing any perimeter fence.
4. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
5. In the event of any conflict between Section 202.023 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 202.023 and these Guidelines control.

IT IS FURTHER RESOLVED that these Security Measures Guidelines are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing guidelines were adopted by the Board of Directors at a meeting of same on 10 Apr 2024, and have not been modified, rescinded or revoked.

DATE: 10Apr24

Secretary John Fierro

EXHIBIT
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A-4

GRAND PENINSULA OWNERS ASSOCIATION, INC.

SWIMMING POOL ENCLOSURE GUIDELINES

WHEREAS, Section 202.022 of the Texas Property Code precludes associations from adopting or enforcing a provision in a dedicatory instrument that prohibits or restricts an owner from installing on the owner's property a swimming pool enclosure, as that term is defined in the statute, that conforms to applicable state or local safety requirements and that is black in color and consists of transparent mesh set in metal frames; and

WHEREAS, pursuant to Section 202.022(2) of the Texas Property Code, the Grand Peninsula Owners Association, Inc. (the "Association") is permitted to adopt certain limitations relating to the appearance of swimming pool enclosures; and

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.022 of the Texas Property Code, the Association desires to adopt the following guidelines to govern swimming pool enclosures (the "Guidelines").

1. An owner may install a swimming pool enclosure that complies with all state and/or local safety requirements if the swimming pool enclosure is (i) black in color, and (ii) consists of transparent mesh set in metal frames.
2. All other proposed swimming pool enclosures must comply with all restrictions, covenants, and requirements contained in the Association's dedicatory instruments including, but not limited to, limitations establishing permissible colors, size, height and material.
3. Owners must submit plans to and obtain the prior approval of the Association's architectural review authority where applicable before constructing or installing any swimming pool enclosure.
4. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
5. In the event of any conflict between Section 202.022 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 202.022 and these Guidelines control.

IT IS FURTHER RESOLVED that these Swimming Pool Enclosure Guidelines are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing guidelines were adopted by the Board of Directors at a meeting of same on 10 APR 24, and have not been modified, rescinded or revoked.

DATE: 10 APR 24

Secretary John Fierro

EXHIBIT tabbies A-5

GRAND PENINSULA OWNERS ASSOCIATION, INC.

VIOLATION HEARING PROCEDURES

WHEREAS, Section 209.007 of the Texas Property Code establishes certain requirements for hearings before an association's board of directors involving violations of the association's dedicatory instruments; and

WHEREAS, in order to comply with Section 209.007 of the Texas Property Code, the Grand Peninsula Owners Association, Inc. (the "Association") desires to adopt procedures regarding violation hearings.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with changes to Section 209.007 of the Texas Property Code, the Association hereby adopts the following policies and procedures regarding Section 209.007 hearings before the board of directors regarding violations.

1. Pursuant to Section 209.007(d) of the Texas Property Code, the notice and hearing provisions of Sections 209.006 and 209.007 of the Texas Property Code do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. Additionally, the notice and hearing provisions of Sections 209.006 and 209.007 do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision.

2. Except as provided by Section 209.007(d), and only if the owner is entitled to an opportunity to cure the violation, the owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board.

3. Not later than 10 days before the Association holds a hearing under this section, the Association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing.

4. If the Association does not provide a packet within the period described by Paragraph (2) above, the owner is entitled to an automatic 15-day postponement of the hearing.

5. During a 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.

6. In the event of any conflict between Section 209.007 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 209.007 and these procedures control.

IT IS FURTHER RESOLVED that these Violation Hearing Procedures are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

EXHIBIT

tabbies

A-6

This is to certify that the foregoing procedures were adopted by the Board of Directors at a meeting of same on 10APR24, and have not been modified, rescinded or revoked.

DATE: 10APR24

Secretary John Ferro

OTHER PERTINENT INFORMATION

D4/8

TERMINAT 200600026697
2 PGS

TERMINATION OF CLASS "B" MEMBERSHIP

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

FILED
TARRANT COUNTY, TEXAS
2005 NOV 4 AM 8:50
SUZANNE HENDERSON
COUNTY CLERK
BY

THIS TERMINATION OF CLASS "B" MEMBERSHIP (this "Termination") is made effective as of the 10th day of October, 2005, by **W/J PENINSULA DEVELOPMENT, LP**, a Texas limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant prepared the Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc. (the "Declaration") dated April 1, 2002, and recorded on June 12, 2002, at Volume 15742, Page 0004 *et seq* of the Deed Records of Tarrant County, Texas; and

Tarrant Dal 11-2-05 Dallas 12406

WHEREAS, Declarant is the sole Class "B" Member of Grand Peninsula Owners Association, Inc., a Texas non-profit corporation (the "Association"); and

WHEREAS, Article III, Section 3(b) of the Declaration provides that the Class "B" membership is to terminate and become converted to Class "A" membership upon the earlier of (i) the expiration of the Declarant Control Period pursuant to Article III of the By-Laws; or (ii) when, in its discretion, the Declarant so determines and declares in a recorded instrument.

WHEREAS, Article III, Section A.2 of the By-Laws provides that the Class "B" Control Period expires upon the first to occur of the following: (i) when ninety-five percent (95%) of the total number of Units proposed by the Master Land Use Plan for the property described on Exhibits "A" and "B" of the Declaration have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders; (ii) December 31, 2030; or (iii) when, in its discretion, the Class "B" Member so determines.

WHEREAS, the Declarant desires to record this instrument to declare that it will terminate the Class "B" Control Period pursuant to Article III, Section A.2 of the By-Laws and will terminate its Class "B" membership in the Association pursuant to Article III, Section 3(b)(ii) of the Declaration at the meeting of Voting Members to be held in November or December 2005.

NOW, THEREFORE, Declarant hereby declares that, effective as of the holding of a special meeting of the Voting Members during the month of November or December 2005, its Class "B" membership will TERMINATE, that its Class "B" Control Period will EXPIRE, and that its right to appoint a majority of the members to the Board of Directors will be SURRENDERED to the Members, subject to the Declarant's right to approve or disapprove actions of the Board of Directors and/or committees as set forth in the By-Laws and subject to any and all other rights reserved to the Declarant under the Declaration and By-Laws, which rights are expressly reserved. Except as affected by this Termination, all other provisions of the Declaration and By-Laws shall remain in full force and effect. Specifically, Declarant's right to

appoint the members of the New Construction Committee pursuant to Article XI, Section 2(a) of the Declaration remains valid and in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Termination this 10th day of October, 2005, to be effective as of the date of the holding of the special meeting of the Voting Members in November or December 2005.

DECLARANT:

W/J PENINSULA DEVELOPMENT, LP, a Texas limited partnership

By: W/J PENINSULA MANAGEMENT LLC, a Texas limited liability corporation, its general partner

By: [signature]
Its: VP

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Frank Murphy Vice President of W/J PENINSULA MANAGEMENT LLC, a Texas limited liability corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of October, 2005.

MELISSA A. BURKE
Notary Public, State of Texas
My Commission Expires
December 09, 2007

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

My Commission Expires: 12-09-2007

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Boulevard #1050
Dallas, Texas 75219

G\PUD.RES\TERMINATION.DECLARANTGRANDPENINSULA

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS
Cynthia Figueroa Calhoun
Cynthia Figueroa Calhoun, County Clerk
Dallas County TEXAS
January 24, 2006 02:41:19 PM
FEE: $20.00 200600026697

RIDDLE & WILLIAMS PC
3811 TURTLE CREEK BLVD #1050

DALLAS TX 75219

Submitter: W/J PENINSULA DEVELOPMENT

Termination of Class "B" Membership
Grand Peninsula Owners Association, Inc.

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: 11/02/2005 08:49 AM
Instrument #: D205327279
OPR 3 PGS $20.00

By: _____

D205327279

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

OILGAS 20080019389
11 PGS

MEMORANDUM OF OIL AND GAS LEASE

THIS Memorandum of Oil and Gas Lease is dated as of January 16th 2008, by and between **W/J Peninsula Development LP, a Texas limited partnership**, whose address is 600 N. Pearl - Suite 650 Dallas, TX 75201, ("Lessor"), and **Cherokee Horn Energy, L.L.C.**, whose address is 5950 Berkshire, Suite 810, Dallas, Texas 75225, ("Lessee").

As of the date stated above, Lessor executed and delivered to Lessee an Oil and Gas Lease ("the Lease") in which Lessor granted, leased, and let to Lessee the following described lands ("Lands") located in Dallas County, Texas:

735.2064 acres, more or less, all in the Deed Records of Tarrant County and Dallas County, Texas, as described on the attached Exhibit "A".

The Lease grants Lessee the exclusive right to explore for, drill for, produce and market oil, gas and other hydrocarbons from the Lands during the term of the Lease, the right to construct and maintain for its use and operations such facilities as are provided for in the Lease, and the right of ingress and egress on and over the lands as are provided for in the Lease.

The Lease is for a primary term of two (2) years from the date stated above, and as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from land pooled therewith, subject to the other terms of the Lease. All of the terms, covenants and other provisions of the Lease are hereby incorporated into this Memorandum for all purposes. This Memorandum is placed of record for the purpose of giving notice of the Lease.

LESSOR:

W/J PENINSULA DEVELOPMENT LP
By: W/J Peninsula Management L.L.C. its General Partner

By: Frank Murphy
Its: Executive Vice President

LESSEE:

CHEROKEE HORN ENERGY, L.L.C.

By: Charles Jefferson Watts II
Its: President and Sole Manager

SHERRY L. HARTMAN
Notary Public, State of Texas
My Commission Expires
February 16, 2010

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on this 16 day of January 2008 by Frank Murphy, as the Senior Vice President of W/J Peninsula Management LLC.

My commission expires:

Notary Public in and for the State of Texas

SHERRY L. HARTMAN
Notary Public, State of Texas
My Commission Expires
February 16, 2010

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 16 of January 2008, by Charles Jefferson Watts II as president and sole manager of Cherokee Horn Energy, L.L.C. on behalf of said Limited Liability Company.

My Commission Expires:

Notary Public

DLG. Rel Log

EXHIBIT "A"

Attached hereto and made a part of that certain Memorandum of Oil, Gas and Mineral Lease dated January 16, TL 2008 by and between WJ Peninsula Development LP, as Lessor, and Cherokee Horn Production, LP, as Lessee, covering the following described 135.2064369 acres, more or less, in Tarrant County, Texas.

Village	Phase	Block/Lot	Recording Information	Total Acreage
Bluffs	1	A1	Tarrant County Map Records; Cabinet A, Slide 9703 & 9704	0.61661607
Bluffs	1	A2	Tarrant County Map Records; Cabinet A, Slide 9703 & 9704	0.595143434
Bluffs	1	A3	Tarrant County Map Records; Cabinet A, Slide 9703 & 9704	0.37879348
Bluffs	1	A11	Tarrant County Map Records; Cabinet A, Slide 9703 & 9704	0.260198393
Bluffs	1	A12	Tarrant County Map Records; Cabinet A, Slide 9703 & 9704	0.24997034
Bluffs	1	A16	Tarrant County Map Records; Cabinet A, Slide 9703 & 9704	0.256479017
Bluffs	1	A18	Tarrant County Map Records; Cabinet A, Slide 9703 & 9704	0.251744077
Bluffs	1	A19	Tarrant County Map Records; Cabinet A, Slide 9703 & 9704	0.251744077
Bluffs	1	A20	Tarrant County Map Records; Cabinet A, Slide 9703 & 9704	0.251744077
Bluffs	1	A23	Tarrant County Map Records; Cabinet A, Slide 9703 & 9704	0.253219559
Bluffs	1	A24	Tarrant County Map Records; Cabinet A, Slide 9703 & 9704	0.251444077
Bluffs	1	A26	Tarrant County Map Records; Cabinet A, Slide 9703 & 9704	0.251144077
Bluffs	1	A27	Tarrant County Map Records; Cabinet A, Slide 9703 & 9704	0.251044077
Bluffs	1	A28	Tarrant County Map Records; Cabinet A, Slide 9703 & 9704	0.250944077
Bluffs	1	A29	Tarrant County Map Records; Cabinet A, Slide 9703 & 9704	0.25117034
Bluffs	1	B1	Tarrant County Map Records; Cabinet A, Slide 9703 & 9704	0.355965243
Bluffs	1	B2	Tarrant County Map Records; Cabinet A, Slide 9703 & 9704	0.263955556
Bluffs	1	B7	Tarrant County Map Records; Cabinet A, Slide 9703 & 9704	0.25965404
Bluffs	1	B8	Tarrant County Map Records; Cabinet A, Slide 9703 & 9704	0.25965404
Bluffs	1	B9	Tarrant County Map Records; Cabinet A, Slide 9703 & 9704	0.25965404
Bluffs	1	B19	Tarrant County Map Records; Cabinet A, Slide 9703 & 9704	0.404717401
Bluffs	1	F3	Tarrant County Map Records; Cabinet A, Slide 9703 & 9704	0.278131221
			Bluffs I Subtotal	**6.703130716**

Bluffs	2	ALL LOTS	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	17.86
LOT LIST:				
Bluffs	2	A1A	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
Bluffs	2	A30	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
Bluffs	2	A31	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
Bluffs	2	A64	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
Bluffs	2	F9	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
Bluffs	2	F10	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
Bluffs	2	F11	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
Bluffs	2	F12	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
Bluffs	2	F13	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
Bluffs	2	F14	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
Bluffs	2	F15	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
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Bluffs	2	G1	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
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Bluffs	2	G6	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
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Bluffs	2	G9	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
Bluffs	2	G10	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
Bluffs	2	G11	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	

UNOFFICIAL DOCUMENT

Bluffs	2	G12	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
Bluffs	2	H1	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
Bluffs	2	H1H	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
Bluffs	2	H2	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
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Bluffs	2	H8	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
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Bluffs	2	I2	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
Bluffs	2	I3	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
Bluffs	2	I4	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
Bluffs	2	I5	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
Bluffs	2	I6	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
Bluffs	2	I7	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
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Bluffs	2	J3	Tarrant County Map Records; Cabinet A, Slide 10679 & 10680	
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Bluffs	3	ALL LOTS	Tarrant County Map Records; Cabinet A, Slide 12039 & 12040	24.88
LOT LIST:				
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Coast	1	B5	Tarrant County Map Records; Cabinet A, Slide 9395 & 9396	0.206383104
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Coast	1	E8	Tarrant County Map Records; Cabinet A, Slide 9395 & 9396	0.199735262
Coast	1	E9	Tarrant County Map Records; Cabinet A, Slide 9395 & 9396	0.199735262
Coast	1	E11	Tarrant County Map Records; Cabinet A, Slide 9395 & 9396	0.317657117
Coast	1	E14	Tarrant County Map Records; Cabinet A, Slide 9395 & 9396	0.206383104
Coast	1	E15	Tarrant County Map Records; Cabinet A, Slide 9395 & 9396	0.206383104
Coast	1	E16	Tarrant County Map Records; Cabinet A, Slide 9395 & 9396	0.206383104
Coast	1	F7	Tarrant County Map Records; Cabinet A, Slide 9395 & 9396	0.201422222
Coast	1	F17	Tarrant County Map Records; Cabinet A, Slide 9395 & 9396	0.203009183
Coast	1	F24	Tarrant County Map Records; Cabinet A, Slide 9395 & 9396	0.203009183
Coast	1	G2	Tarrant County Map Records; Cabinet A, Slide 9395 & 9396	0.206924151
Coast	1	G3	Tarrant County Map Records; Cabinet A, Slide 9395 & 9396	0.206624151
Coast	1	G5	Tarrant County Map Records; Cabinet A, Slide 9395 & 9396	0.252941047
Coast	1	G10	Tarrant County Map Records; Cabinet A, Slide 9395 & 9396	0.204696143
Coast	1	G11	Tarrant County Map Records; Cabinet A, Slide 9395 & 9396	0.221366748
Coast	1	G12	Tarrant County Map Records; Cabinet A, Slide 9395 & 9396	0.199735262
Coast	1	G13	Tarrant County Map Records; Cabinet A, Slide 9395 & 9396	0.199735262
Coast	1	G14	Tarrant County Map Records; Cabinet A, Slide 9395 & 9396	0.199735262
Coast	1	G16	Tarrant County Map Records; Cabinet A, Slide 9395 & 9396	0.212383884
Coast	1	H1	Tarrant County Map Records; Cabinet A, Slide 9395 & 9396	0.250272084
			Coast I Subtotal	**9.472227136**

Coast	**2**	**ALL LOTS**	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	**22.38**
LOT LIST:				
Coast	2	G18	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	G19	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	G20	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	G21	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	G22	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	G23	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	G24	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	G25	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	G26	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	G27	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	G28	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	G29	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	G30	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	G31	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	G32	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	G33	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	H6	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	H7	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	H8	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	H9	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	H10	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	H11	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	H12	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	H13	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	

Coast	2	H14	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	H15	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	H15A	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	I2	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	I3	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	I4	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	I5	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	I6	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	I7	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	I8	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	I9	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	J1	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	J2	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	J3	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	J4	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	J5	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	J6	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	J7	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	J8	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	K1	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	K1A	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	K2	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	L1	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	L2	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	L3	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	L4	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	L5	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	L6	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	L7	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	L8	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	L9	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	L10	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	L11	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	L12	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	L13	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	L14	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	L15	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	L16	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	L17	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	L18	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	L19	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	M1	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	M2	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	M3	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	M4	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	M5	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	M6	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	M7	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	M8	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	M9	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	M10	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	2	M11	Tarrant County Map Records; Cabinet A, Slide 12037 & 12038	
Coast	3	ALL LOTS	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	22.46
LOT LIST:				
Coast	3	I10	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	I11	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	

Coast	3	I12	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	I13	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	I14	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	I15	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	I16	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	I17	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	I18	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	I19	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	I20	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	I21	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	I22	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	I23	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	I24	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	I25	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	I26	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	I27	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	J9	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	J10	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	J11	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	J12	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	J13	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	J14	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	K1A	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	K3	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	K4	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	K5	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	K6	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	K7	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	K8	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	K9	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	K10	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	K11	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	K12	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	K13	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	K14	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	K15	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	K16	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	K17	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	K18	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	K19	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	K20	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	M12	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	M13	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	M14	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	M15	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	M16	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	M17	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	M18	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	M19	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	M20	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	M21	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	M22	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N1	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N2	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N3	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N4	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N5	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	

Coast	3	N6	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N7	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N8	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N9	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N10	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N11	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N12	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N13	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N14	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N15	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N16	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N17	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N18	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N19	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N20	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N21	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N22	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N23	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N24	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N25	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N26	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N27	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N28	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N29	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N30	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N31	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N32	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N33	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N34	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N35	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	
Coast	3	N36	Tarrant County Map Records; Cabinet A, Slide 12035 & 12036	

Cove	1	F25	Tarrant County Map Records; Cabinet A, Slide 9701	0.166398051
Cove	1	G3	Tarrant County Map Records; Cabinet A, Slide 9701	0.168083012
			Cove I Subtotal	**0.334479063**

Cove	2	ALL LOTS	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	15.7366
LOT LIST:				
Cove	2	F12	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	
Cove	2	F13	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	
Cove	2	F14	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	
Cove	2	F15	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	
Cove	2	F16	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	
Cove	2	F17	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	
Cove	2	F18	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	
Cove	2	F19	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	
Cove	2	F20	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	
Cove	2	F21	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	
Cove	2	F22	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	
Cove	2	F23	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	
Cove	2	H1	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	
Cove	2	H2	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	
Cove	2	H3	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	
Cove	2	H4	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	
Cove	2	H5	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	
Cove	2	H6	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	
Cove	2	H7	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	

Cove	2	H8	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	H9	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	H10	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	H11	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	H12	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	H13	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	H14	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	I1	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	I1A	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	I8	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	I9	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	I10	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	I11	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	I12	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	I13	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	I14	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	I15	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	I16	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	I17	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	I18	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	I19	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	I20	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	I21	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	I22	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	I23	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	I24	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	I25	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	J1	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	J2	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	J3	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	J4	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	J5	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	J6	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	J7	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	J8	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	J9	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	J10	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	J11	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	J12	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	J13	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	J14	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	J15	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	J16	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	J17	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	J18	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	J19	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	J20	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	J21	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	J22	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	K1	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	K2	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	K3	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	K4	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	K5	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	K6	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	K7	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682
Cove	2	K8	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682

Cove	2	K9	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	
Cove	2	K10	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	
Cove	2	K11	Tarrant County Map Records; Cabinet A, Slide 10681 & 10682	
Cove	3	ALL LOTS	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	14.39
LOT LIST:				
Cove	3	H15	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	H16	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	H17	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	H18	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	H19	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	H20	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	H21	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	H22	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	H23	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	H24	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	H25	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	H26	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	H27	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	H28	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	H29	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	H30	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	H31	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	H32	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	H33	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	H34	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	H35	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	H36	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	I26	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	I27	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	I28	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	I29	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	I30	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	I31	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	I32	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	I33	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	I34	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	I35	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	I36	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	I37	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	K12	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	K13	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	K14	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	K15	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	K16	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	K17	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	K18	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
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Cove	3	K20	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
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Cove	3	K22	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
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Cove	3	L3	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	L4	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	L5	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	L6	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	

Cove	3	L7	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	L8	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	L9	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
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Cove	3	L21	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
Cove	3	L22	Tarrant County Map Records; Cabinet A, Slide 10683 & 10684	
			TOTAL ACREAGE	135.2064369

Official Document

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

John F. Warren, County Clerk
Dallas County TEXAS
January 17, 2008 04:19:07 PM
FEE: $58.00 20080019389

NOTICE OF CONFIRMATION OF DECLARANT STATUS
FOR
GRAND PENINSULA RESIDENTIAL DEVELOPMENT

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

THIS CONFIRMATION OF DECLARANT STATUS is made on the date identified in the signature block below by W/J GRAND PENINSULA, L.P., a Texas limited partnership.

WITNESSETH:

WHEREAS, W/J Grand Peninsula, L.P., as the original Declarant for the Grand Peninsula residential development, prepared and filed an instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," dated April 1, 2002, and recorded at Volume 15742, Page 0004-0001 *et seq* of the Real Property Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, by Special Warranty Deed, dated February 14, 2005, W/J Grand Peninsula, L.P. conveyed to W/J PENINSULA DEVELOPMENT, L.P., a Texas limited partnership, all of Grantor's rights, privileges, and interest in the land described in said Special Warranty Deed; and

WHEREAS, at the time of conveyance of the land subject to the Special Warranty Deed, W/J Grand Peninsula, L.P., held Declarant status pursuant to that certain Declaration of Covenants, Conditions, and Restrictions cited above; and

WHEREAS, pursuant to the Special Warranty Deed referenced above, W/J Peninsula Development, L.P., as the successor to W/J Grand Peninsula, L.P., assumed the status of Declarant as confirmed by various instruments recorded in the Real Property Records of Tarrant County, Texas, after the effective date of the Special Warranty Deed, by which W/J Peninsula Development, L.P. exercised its status as Declarant.

NOW, THEREFORE, to confirm W/J Peninsula Development, L.P.'s status as the successor declarant and to correct any scrivener's error which may have failed to previously clarify the transfer of such status, W/J Grand Peninsula, L.P. executes this instrument confirming the status of W/J Peninsula Development, L.P. as the successor Declarant for the planned unit development commonly known as Grand Peninsula, located in the City of Grand Prairie, Tarrant County, Texas.

IN WITNESS WHEREOF, W/J Grand Peninsula, L.P. has executed this Notice of Confirmation as of the 14 day of July, 2009.

W/J GRAND PENINSULA, LP,
a Texas limited partnership

By: Peninsula GP, LP, a Texas limited partnership, its general partner

By: W/J GP, LLC, a Texas limited liability corporation, its general partner

By: Frank Murphy

Title: SR. VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared FRANK MURPHY, SR VICE PRESIDENT of W/J GP, LLC, a Texas limited liability corporation, general partner of W/J Grand Peninsula, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of July, 2009.

Notary Public in and for
the State of Texas

CHRISTINE B. BRAUN
Notary Public, State of Texas
My Commission Expires
March 06, 2012

ELECTRONICALLY RECORDED 201600000657
01/04/2016 12:57:11 PM DEED 1/5

Special Warranty Deed

Date: 12/10/, 2015

Grantor: Oxford Memory Care GP, Ltd., a Texas limited partnership

Grantor's Mailing Address:

Oxford Memory Care GP, Ltd.
16800 Westgrove Drive, Suite 100
Addison, Texas 75001

Grantee: Grand Peninsula Owners Association, Inc., a Texas nonprofit corporation

Grantee's Mailing Address:

Grand Peninsula Owners Association, Inc.
c/o 1800 Preston Park Boulevard, Suite 101
Plano, Collin County, Texas 75093

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

0.069 acre tract of land as surveyed out of Lot 1, Block A, Grand Prairie Memory Care, an addition to the City of Grand Prairie, Texas as more particularly described in the Boundary Survey attached hereto as Exhibit "A" and incorporated herein by reference and being more particularly described by metes and bounds in Exhibit "B" which is attached hereto and incorporated by reference herein.

Reservations from Conveyance:

This conveyance is not subject to any lien rights or any encumbrances by, or any obligations under, that certain Deed of Trust, Security Agreement and Assignment of Rents filed November 20, 2013 in the Real Property Records of Tarrant County, Texas, as Clerk's Instrument No. D213298775, in which Oxford Memory Care GP, Ltd is named as the Grantor of said instrument and for which Oxford Memory Care GP, Ltd shall retain any and all obligations and duties under said instrument.

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions,

oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes and assessments for the year 2015, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes and further subject to present and future zoning laws, ordinance, resolutions, orders and regulations of all federal, state, county, or municipal governments, agencies, boards, bureaus, commission, authorities and bodies now or hereafter having or acquiring jurisdiction over the Property, and any violation of any such law, ordinance, order, regulation, resolution or requirement.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES AND GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE PROPERTY OR ANY PORTION THEREOF. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THIS DEED THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

When the context requires, singular nouns and pronouns include the plural.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

Oxford Memory Care GP, Ltd., a Texas limited partnership, acting by and through its general partner, OMCGP Venture, LLC, a Texas limited liability company,

By: _____
Warner E. Stone, Manager

STATE OF TEXAS)

COUNTY OF DALLAS)

This instrument was acknowledged before me on December 10, 2015, by Warner E. Stone, Manager of OMCGP Venture, LLC, a Texas limited liability company in its capacity as general partner, on behalf of Oxford Memory Care GP, Ltd., a Texas limited partnership.

_____
Notary Public, State of Texas
My commission expires: 3/15/18

ANN N BEISLER
MY COMMISSION EXPIRES
March 15, 2018

AFTER RECORDING RETURN TO:
Grand Peninsula Owners Association, Inc.
1800 Preston Park Boulevard, Suite 101
Plano, Collin County, Texas 75093

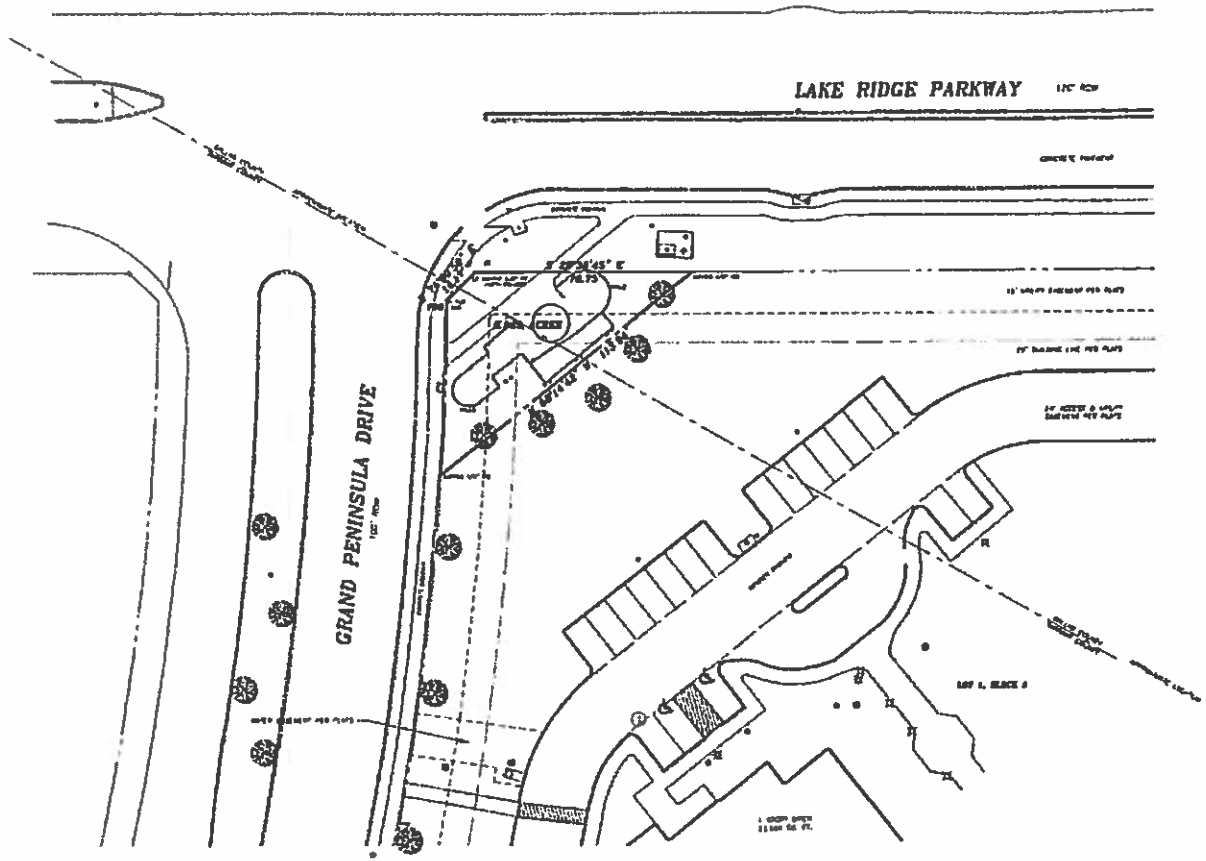

Exhibit "A"

BOUNDARY SURVEY
9.048 ACRES
PART OF LOT 1, BLOCK A
GRAND PRAIRIE MEMORY CARE
C.A. BOREMAN SURVEY
DALLAS COUNTY, TEXAS
C.A. BOREMAN SURVEY
ABSTRACT NO. 1902
TARRANT COUNTY, TEXAS

C. F. INC.

SURVEYOR'S CERTIFICATE

SURVEYING, INC.

EXHIBIT "B"

LEGAL DESCRIPTION

BEING a tract of land situated in the G.A. Bowman Survey, Abstract No. 1982, Tarrant County, Texas, and G.A. Bowman Survey, Dallas County, Texas, and being part of Lot 1, Block A, Grand Prairie Memory Care, an addition to the City of Grand Prairie, Tarrant County, Texas according to the plat there of recorded in County Clerks No. D213312855 of the Land Records of Tarrant County, Texas and also filed in County Clerks No. 201300376332 of the Land Records of Dallas County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a "X" cut set for corner at the west end of a corner clip at the intersection of the southeast Right Of Way line of Grand Peninsula Drive (100' ROW) and the southwest Right Of Way line of Lake Ridge Parkway (100' ROW);

THENCE S 74°30'59" E following the corner clip a distance of 14.17' to a capped 15/8" iron rod stamped Huitt-Zollars found for corner in the southwest Right Of Way line of Lake Ridge Parkway;

THENCE S 29°38'45" E following the southwest Right Of Way line of Lake Ridge Parkway a distance of 76.75' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE N 68°14'42" W a distance of 113.94' to a capped 1/2" iron rod stamped "4613" set for corner in a curve to the left;

THENCE along said curve to the left through a central angle of 03°11'04", a radius of 1100.00', and an arc length of 61.14', with a chord bearing of N 62°28'02" E, and a chord length of 61.13' to the POINT OF BEGINNING and containing 3,006 square feet or 0.069 acres of land.

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
01/04/2016 12:57:11 PM
$42.00
201600000657

D216000270 1/4/2016 10:38 AM PGS 5 Fee: $32.00 Submitter: SIMPLIFILE
Electronically Recorded by Tarrant County Clerk in Official Public Records Mary Louise Garcia Mary Louise Garcia

Special Warranty Deed

Date: 12/10/, 2015

Grantor: Oxford Memory Care GP, Ltd., a Texas limited partnership

Grantor's Mailing Address:

Oxford Memory Care GP, Ltd.
16800 Westgrove Drive, Suite 100
Addison, Texas 75001

Grantee: Grand Peninsula Owners Association, Inc., a Texas nonprofit corporation

Grantee's Mailing Address:

Grand Peninsula Owners Association, Inc.
c/o 1800 Preston Park Boulevard, Suite 101
Plano, Collin County, Texas 75093

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

0.069 acre tract of land as surveyed out of Lot 1, Block A, Grand Prairie Memory Care, an addition to the City of Grand Prairie, Texas as more particularly described in the Boundary Survey attached hereto as Exhibit "A" and incorporated herein by reference and being more particularly described by metes and bounds in Exhibit "B" which is attached hereto and incorporated by reference herein.

Reservations from Conveyance:

This conveyance is not subject to any lien rights or any encumbrances by, or any obligations under, that certain Deed of Trust, Security Agreement and Assignment of Rents filed November 20, 2013 in the Real Property Records of Tarrant County, Texas, as Clerk's Instrument No. D213298775, in which Oxford Memory Care GP, Ltd is named as the Grantor of said instrument and for which Oxford Memory Care GP, Ltd shall retain any and all obligations and duties under said instrument.

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions,

oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes and assessments for the year 2015, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes and further subject to present and future zoning laws, ordinance, resolutions, orders and regulations of all federal, state, county, or municipal governments, agencies, boards, bureaus, commission, authorities and bodies now or hereafter having or acquiring jurisdiction over the Property, and any violation of any such law, ordinance, order, regulation, resolution or requirement.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES AND GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE PROPERTY OR ANY PORTION THEREOF. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THIS DEED THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

When the context requires, singular nouns and pronouns include the plural.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

Oxford Memory Care GP, Ltd., a Texas limited partnership, acting by and through its general partner, OMCGP Venture, LLC, a Texas limited liability company,

By: _____
Warner E. Stone, Manager

STATE OF TEXAS)

COUNTY OF DALLAS)

This instrument was acknowledged before me on December 10, 2015, by Warner E. Stone, Manager of OMCGP Venture, LLC, a Texas limited liability company in its capacity as general partner, on behalf of Oxford Memory Care GP, Ltd., a Texas limited partnership.

_____
Notary Public, State of Texas
My commission expires: 3/15/18

ANN N BEISLER
MY COMMISSION EXPIRES
March 15, 2018

AFTER RECORDING RETURN TO:
Grand Peninsula Owners Association, Inc.
1800 Preston Park Boulevard, Suite 101
Plano, Collin County, Texas 75093

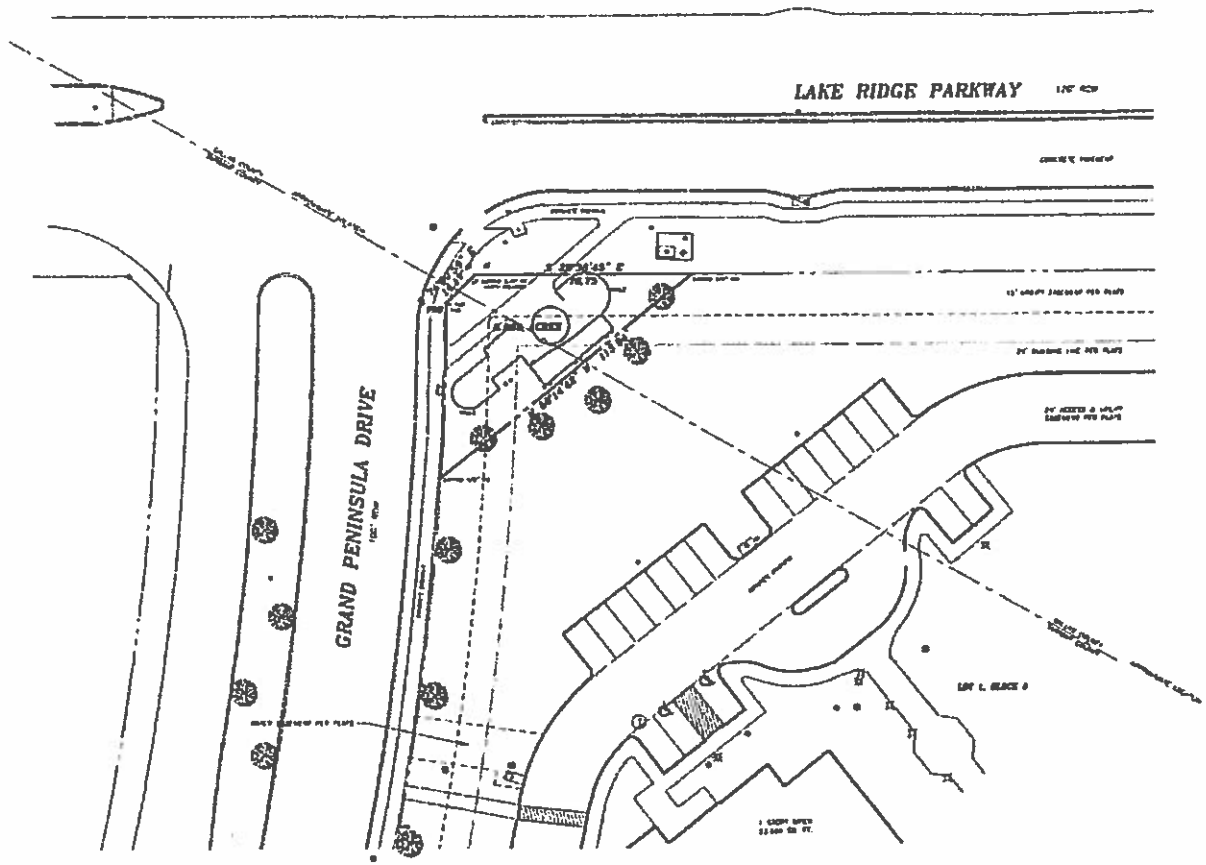

EXHIBIT "A"

BOUNDARY SURVEY
8.049 ACRES
PART OF LOT 1, BLOCK A
GRAND PRAIRIE MEMORY CARE
G.A. BOWMAN SURVEY
DALLAS COUNTY, TEXAS
G.A. BOWMAN SURVEY
ABSTRACT NO. 1902
TARRANT COUNTY, TEXAS

G. F. NO.

EUREKEAN SURVEYING, INC.

EXHIBIT "B"

LEGAL DESCRIPTION

BEING a tract of land situated in the G.A. Bowman Survey, Abstract No. 1982, Tarrant County, Texas, and G.A. Bowman Survey, Dallas County, Texas, and being part of Lot 1, Block A, Grand Prairie Memory Care, an addition to the City of Grand Prairie, Tarrant County, Texas according to the plat there of recorded in County Clerks No. D213312855 of the Land Records of Tarrant County, Texas and also filed in County Clerks No. 201300376332 of the Land Records of Dallas County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a "X" cut set for corner at the west end of a corner clip at the intersection of the southeast Right Of Way line of Grand Peninsula Drive (100' ROW) and the southwest Right Of Way line of Lake Ridge Parkway (100' ROW);

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THENCE S 29°38'45" E following the southwest Right Of Way line of Lake Ridge Parkway a distance of 76.75' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE N 68°14'42" W a distance of 113.94' to a capped 1/2" iron rod stamped "4613" set for corner in a curve to the left;

THENCE along said curve to the left through a central angle of 03°11'04", a radius of 1100.00', and an arc length of 61.14', with a chord bearing of N 62°28'02" E, and a chord length of 61.13' to the POINT OF BEGINNING and containing 3,006 square feet or 0.069 acres of land.

ELECTRONICALLY RECORDED 201600223666
08/12/2016 03:16:13 PM AM 1/7

AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
G.P. COMMERCIAL PROPERTIES, INC.

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

This Amendment to the Declaration of Covenants, Conditions and Restrictions for G.P. Commercial Properties, Inc. ("Amendment") is made by OXFORD SENECA HOLDINGS, L.L.C., a Texas limited liability company, as of the date of the signature affixed hereto.

W I T N E S S E T H:

WHEREAS, W/J Grand Peninsula, L.P., a Texas limited partnership, ("Declarant") prepared and filed an instrument entitled "Declaration of Covenants, Conditions, and Restrictions for G.P. Commercial Properties, Inc." on April 10, 2007, as Clerk's Instrument No. D207124434 of the Real Property Records of Tarrant County, Texas (the "Commercial Declaration"), with the real property to be subjected to the Commercial Declaration being located in both Tarrant and Dallas Counties, Texas and being identified in the Exhibits attached to the Commercial Declaration; and

WHEREAS, Declarant W/J Grand Peninsula established an entity named G.P. COMMERCIAL PROPERTIES, INC., a Texas nonprofit corporation, to serve as the property owners' association for the properties subjected to the Commercial Declaration; and

WHEREAS, Declarant W/J Grand Peninsula subsequently executed an instrument entitled "Assignment and Transfer of Declarant Rights," effective August 16, 2013, by which W/J Grand Peninsula assigned and transferred all Declarant rights, obligations, and interests in and to the Declaration and in and to G.P. Commercial Properties, Inc. to Oxford Seneca Holdings, L.L.C. (referred to herein as "Successor Declarant") subject to certain express limitations set forth in said assignment (recorded August 19, 2013 as Clerk's Instrument No. D213218607 of the Real Property Records of Tarrant County; recorded August 19, 2013 as Clerk's Instrument No. 201300260931 of the Real Property Records of Dallas County); and

WHEREAS, by Special Warranty Deed, dated November 19, 2013, Oxford Memory Care GP, Ltd., a Texas limited partnership, acquired ownership of the real property identified above, which is located within the G.P. Commercial Properties owners' association (recorded November 20, 2013 as Clerk's Instrument No. D213298774 of the Real Property Records of Tarrant County; recorded November 20, 2013 as Clerk's Instrument No. 201300358795 of the Real Property Records of Dallas County); and

WHEREAS, on December 12, 2013, Oxford Memory Care, GP recorded an instrument entitled Final Plat for Grand Prairie Memory Care Lots 1 & 2, Block A identifying 8.055 acres within the G.P. Commercial Properties for development of the Grand Prairie Memory Care facility (recorded December 12, 2013 as Clerk's Instrument No. D213312855 of the Real Property Records of Tarrant County; recorded December 12, 2013 as Clerk's Instrument No. 201300376332 of the Real Property Records of Dallas County); and

WHEREAS, the real property identified in the boundary survey attached hereto as Exhibit "A" is the property to be de-annexed as set forth herein and is located within the Final Plat for Grand Prairie Memory Care identified above; and

WHEREAS, by Special Warranty Deed, dated December 10, 2015, Oxford Memory Care GP, being the owner of record, conveyed the 0.069 acre tract of land identified in Exhibit "A" to Grand Peninsula Owners Association, Inc., a Texas nonprofit corporation (recorded January 4, 2016 as Clerk's Instrument No. D216000270 of the Real Property Records of Tarrant County; recorded January 4, 2016 as Clerk's Instrument No. 201600000657 of the Real Property Records of Dallas County); and

WHEREAS, Grand Peninsula Owners Association is the property owners' association for the Grand Peninsula residential development located adjacent to the Oxford Memory Care Facility and the G.P. Commercial Properties and is identified in the commercial properties Declaration as the "Residential Association;" and

WHEREAS, Declarant W/J Grand Peninsula also served as the original Declarant for the Residential Association; and

WHEREAS, the parcel identified in Exhibit "A" attached hereto includes a lighthouse monument constructed by Declarant W/J Grand Peninsula to depict the main entrance to the Grand Peninsula development; and

WHEREAS, Declarant W/J Grand Peninsula failed to convey the parcel and fixtures identified in Exhibit "A" to the Residential Association for use as common area property of the Residential Association for the benefit of the Grand Peninsula residential development; and

WHEREAS, Article VII, Section 7.3 of the Commercial Declaration authorizes Successor Declarant Oxford Seneca Holdings to amend the Commercial Declaration for the purpose of removing any portion of the properties from the jurisdiction of the Commercial Declaration.

NOW, THEREFORE, pursuant to the Commercial Declaration and pursuant to the Assignment and Transfer of Declarant Rights, Oxford Seneca Holdings, L.L.C., as Successor Declarant, executes this Amendment to the Commercial Declaration for the purpose of de-annexing (withdrawing) the real property and all appurtenant fixtures identified in Exhibit "A" attached hereto (the "Withdrawn Property") from the property subjected to the Commercial Declaration and such withdrawal is to be effective as of the date this instrument is filed of record in the Real Property Records of Tarrant and Dallas Counties, with the Withdrawn Property to be

owned, encumbered, maintained and operated as common area property of the Residential Association and to be subjected to the covenants, conditions, and restrictions for the Residential Association.

IN WITNESS WHEREOF, Oxford Seneca Holdings, L.L.C. in its capacity as Successor Declarant of Grand Peninsula Commercial Properties executes this Amendment to the Commercial Declaration as of the 12 day of JULY, 2016.

DECLARANT: OXFORD SENECA HOLDINGS, L.L.C.,
a Texas limited liability company

By: _____

Title: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared MATTHEW P. STONE, VICE PRESIDENT of Oxford Seneca Holdings, LLC, a Texas limited liability corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed, in the capacity therein stated and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of July, 2016.

ANN N. BEISLER
Notary Public, State of Texas
Comm. Expires 03-15-2018
Notary ID 349653-1

_____
Notary Public in and for
the State of Texas

[EXHIBIT(S) ATTACHED]

EXHIBIT "A"

WITHDRAWN PROPERTY

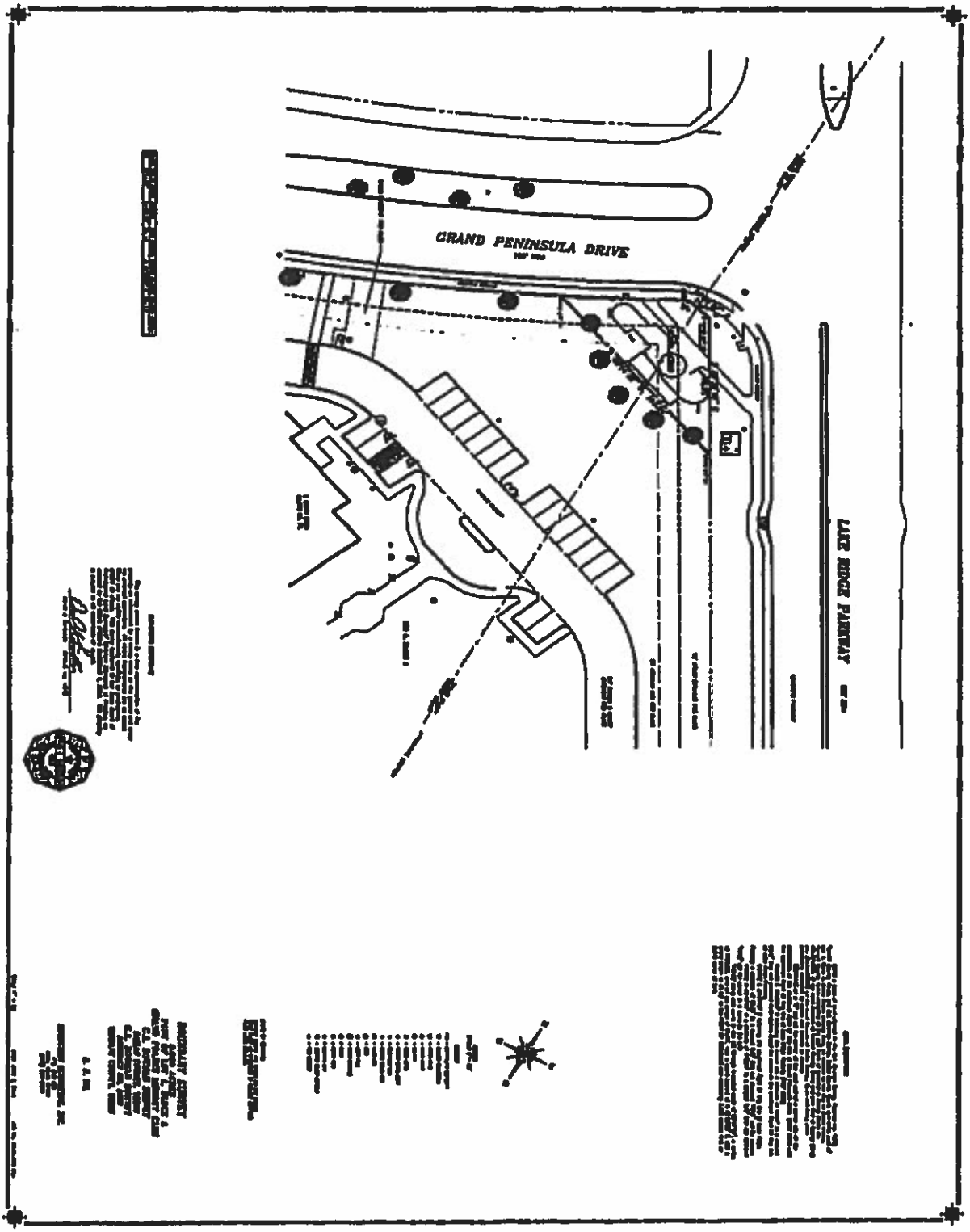

EXHIBIT "A"

(continued)

WITHDRAWN PROPERTY

LEGAL DESCRIPTION

BEING a tract of land situated in the G.A. Bowman Survey, Abstract No. 1982, Tarrant County, Texas, and G.A. Bowman Survey, Dallas County, Texas, and being part of Lot 1, Block A, Grand Prairie Memory Care, an addition to the City of Grand Prairie, Tarrant County, Texas according to the plat there of recorded in County Clerks No. D213312855 of the Land Records of Tarrant County, Texas and also filed in County Clerks No. 201300376332 of the Land Records of Dallas County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a "X" cut set for corner at the west end of a corner clip at the intersection of the southeast Right Of Way line of Grand Peninsula Drive (100' ROW) and the southwest Right Of Way line of Lake Ridge Parkway (100' ROW);

THENCE S 74°30'59" E following the corner clip a distance of 14.17' to a capped 15/8" iron rod stamped Hulit–Zollars found for corner in the southwest Right Of Way line of Lake Ridge Parkway;

THENCE S 29°38'45" E following the southwest Right Of Way line of Lake Ridge Parkway a distance of 76.75' to a capped 1/2" iron rod stamped "4613" set for corner;

THENCE N 68°14'42" W a distance of 113.94' to a capped 1/2" iron rod stamped "4613" set for corner in a curve to the left;

THENCE along said curve to the left through a central angle of 03°11'04", a radius of 1100.00', and an arc length of 61.14', with a chord bearing of N 62°28'02" E, and a chord length of 61.13' to the POINT OF BEGINNING and containing 3,006 square feet or 0.069 acres of land.

[PAGE RESERVED FOR CLERK'S RECORDING INFORMATION]

AFTER RECORDING RETURN TO:
G.P. Commercial Properties, Inc.
c/o Advanced Association Management
18208 Preston Road, Suite D-9349
Dallas, Texas 75252

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Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
08/12/2016 03:16:13 PM
$50.00
201600223666

D216184267 8/12/2016 1:53 PM PGS 6 Fee: $36.00 Submitter: SIMPLIFILE
Electronically Recorded by Tarrant County Clerk in Official Public Records Mary Louise Garcia Mary Louise Garcia

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR G.P. COMMERCIAL PROPERTIES, INC.

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

This Amendment to the Declaration of Covenants, Conditions and Restrictions for G.P. Commercial Properties, Inc. ("Amendment") is made by OXFORD SENECA HOLDINGS, L.L.C., a Texas limited liability company, as of the date of the signature affixed hereto.

WITNESSETH:

WHEREAS, W/J Grand Peninsula, L.P., a Texas limited partnership, ("Declarant") prepared and filed an instrument entitled "Declaration of Covenants, Conditions, and Restrictions for G.P. Commercial Properties, Inc." on April 10, 2007, as Clerk's Instrument No. D207124434 of the Real Property Records of Tarrant County, Texas (the "Commercial Declaration"), with the real property to be subjected to the Commercial Declaration being located in both Tarrant and Dallas Counties, Texas and being identified in the Exhibits attached to the Commercial Declaration; and

WHEREAS, Declarant W/J Grand Peninsula established an entity named G.P. COMMERCIAL PROPERTIES, INC., a Texas nonprofit corporation, to serve as the property owners' association for the properties subjected to the Commercial Declaration; and

WHEREAS, Declarant W/J Grand Peninsula subsequently executed an instrument entitled "Assignment and Transfer of Declarant Rights," effective August 16, 2013, by which W/J Grand Peninsula assigned and transferred all Declarant rights, obligations, and interests in and to the Declaration and in and to G.P. Commercial Properties, Inc. to Oxford Seneca Holdings, L.L.C. (referred to herein as "Successor Declarant") subject to certain express limitations set forth in said assignment (recorded August 19, 2013 as Clerk's Instrument No. D213218607 of the Real Property Records of Tarrant County; recorded August 19, 2013 as Clerk's Instrument No. 201300260931 of the Real Property Records of Dallas County); and

WHEREAS, by Special Warranty Deed, dated November 19, 2013, Oxford Memory Care GP, Ltd., a Texas limited partnership, acquired ownership of the real property identified above, which is located within the G.P. Commercial Properties owners' association (recorded November 20, 2013 as Clerk's Instrument No. D213298774 of the Real Property Records of Tarrant County; recorded November 20, 2013 as Clerk's Instrument No. 201300358795 of the Real Property Records of Dallas County); and

WHEREAS, on December 12, 2013, Oxford Memory Care, GP recorded an instrument entitled Final Plat for Grand Prairie Memory Care Lots 1 & 2, Block A identifying 8.055 acres within the G.P. Commercial Properties for development of the Grand Prairie Memory Care facility (recorded December 12, 2013 as Clerk's Instrument No. D213312855 of the Real Property Records of Tarrant County; recorded December 12, 2013 as Clerk's Instrument No. 201300376332 of the Real Property Records of Dallas County); and

WHEREAS, the real property identified in the boundary survey attached hereto as Exhibit "A" is the property to be de-annexed as set forth herein and is located within the Final Plat for Grand Prairie Memory Care identified above; and

WHEREAS, by Special Warranty Deed, dated December 10, 2015, Oxford Memory Care GP, being the owner of record, conveyed the 0.069 acre tract of land identified in Exhibit "A" to Grand Peninsula Owners Association, Inc., a Texas nonprofit corporation (recorded January 4, 2016 as Clerk's Instrument No. D216000270 of the Real Property Records of Tarrant County; recorded January 4, 2016 as Clerk's Instrument No. 201600000657 of the Real Property Records of Dallas County); and

WHEREAS, Grand Peninsula Owners Association is the property owners' association for the Grand Peninsula residential development located adjacent to the Oxford Memory Care Facility and the G.P. Commercial Properties and is identified in the commercial properties Declaration as the "Residential Association;" and

WHEREAS, Declarant W/J Grand Peninsula also served as the original Declarant for the Residential Association; and

WHEREAS, the parcel identified in Exhibit "A" attached hereto includes a lighthouse monument constructed by Declarant W/J Grand Peninsula to depict the main entrance to the Grand Peninsula development; and

WHEREAS, Declarant W/J Grand Peninsula failed to convey the parcel and fixtures identified in Exhibit "A" to the Residential Association for use as common area property of the Residential Association for the benefit of the Grand Peninsula residential development; and

WHEREAS, Article VII, Section 7.3 of the Commercial Declaration authorizes Successor Declarant Oxford Seneca Holdings to amend the Commercial Declaration for the purpose of removing any portion of the properties from the jurisdiction of the Commercial Declaration.

NOW, THEREFORE, pursuant to the Commercial Declaration and pursuant to the Assignment and Transfer of Declarant Rights, Oxford Seneca Holdings, L.L.C., as Successor Declarant, executes this Amendment to the Commercial Declaration for the purpose of de-annexing (withdrawing) the real property and all appurtenant fixtures identified in Exhibit "A" attached hereto (the "Withdrawn Property") from the property subjected to the Commercial Declaration and such withdrawal is to be effective as of the date this instrument is filed of record in the Real Property Records of Tarrant and Dallas Counties, with the Withdrawn Property to be

owned, encumbered, maintained and operated as common area property of the Residential Association and to be subjected to the covenants, conditions, and restrictions for the Residential Association.

IN WITNESS WHEREOF, Oxford Seneca Holdings, L.L.C. in its capacity as Successor Declarant of Grand Peninsula Commercial Properties executes this Amendment to the Commercial Declaration as of the 12 day of JULY, 2016.

DECLARANT: OXFORD SENECA HOLDINGS, L.L.C.,
a Texas limited liability company

By: _____

Title: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared MATTHEW P STOLE, VICE PRESIDENT of Oxford Seneca Holdings, LLC, a Texas limited liability corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed, in the capacity therein stated and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of July, 2016.

ANN N. BEISLER
Notary Public, State of Texas
Comm. Expires 03-15-2018
Notary ID 349653-1

_____
Notary Public in and for
the State of Texas

[EXHIBIT(S) ATTACHED]

EXHIBIT "A"

WITHDRAWN PROPERTY

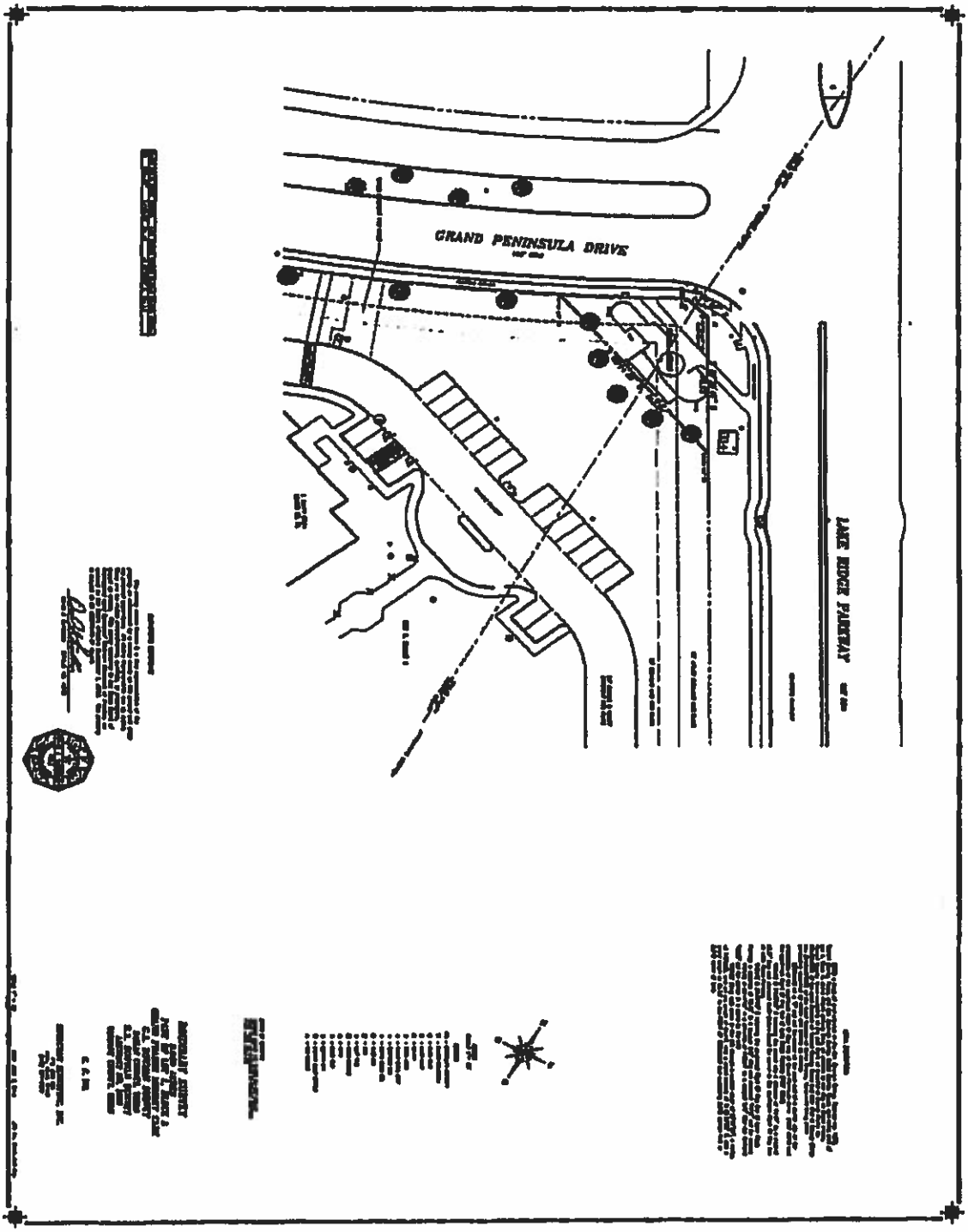

EXHIBIT "A"

(continued)

WITHDRAWN PROPERTY

LEGAL DESCRIPTION

BEING a tract of land situated in the G.A. Bowman Survey, Abstract No. 1982, Tarrant County, Texas, and G.A. Bowman Survey, Dallas County, Texas, and being part of Lot 1, Block A, Grand Prairie Memory Care, an addition to the City of Grand Prairie, Tarrant County, Texas according to the plat there of recorded in County Clerks No. D213312855 of the Land Records of Tarrant County, Texas and also filed in County Clerks No. 201300376332 of the Land Records of Dallas County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a "X" cut set for corner at the west end of a corner clip at the intersection of the southeast Right Of Way line of Grand Peninsula Drive (100' ROW) and the southwest Right Of Way line of Lake Ridge Parkway (100' ROW);

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THENCE S 29°38'45" E following the southwest Right Of Way line of Lake Ridge Parkway a distance of 76.75' to a capped 1/2" iron rod stamped "4613" set for corner;

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THENCE along said curve to the left through a central angle of 03°11'04", a radius of 1100.00', and an arc length of 61.14', with a chord bearing of N 62°28'02" E, and a chord length of 61.13' to the POINT OF BEGINNING and containing 3,006 square feet or 0.069 acres of land.

[PAGE RESERVED FOR CLERK'S RECORDING INFORMATION]

AFTER RECORDING RETURN TO:
G.P. Commercial Properties, Inc.
c/o Advanced Association Management
18208 Preston Road, Suite D-9349
Dallas, Texas 75252

ELECTRONICALLY RECORDED 201600223676
08/12/2016 03:17:21 PM DECLARATION 1/8

SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
GRAND PENINSULA OWNERS ASSOCIATION, INC.

(Annexation of Entry Monument Parcel)

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

This Supplemental Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc. ("Supplemental Declaration") is made by the GRAND PENINSULA OWNERS ASSOCIATION, INC. as of the signature date(s) affixed hereto to be effective as of the date this Supplemental Declaration is recorded in the Real Property Records of Dallas County and Tarrant County, Texas.

W I T N E S S E T H:

WHEREAS, W/J Grand Peninsula, L.P. ("Declarant"), a Texas limited partnership, prepared and recorded an instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," on or about June 12, 2002, at Volume 15742, Page 0004-0001 and as Instrument No. D202160504 of the Real Property Records of Tarrant County, Texas, and at Volume 2002114, Page 2565 of the Real Property Records of Dallas County, Texas (the "Declaration"); and

WHEREAS, the Declaration was subsequently supplemented by multiple Supplemental Declarations recorded in the Real Property Records of Tarrant County, Texas, which added property to the plan of development for Grand Peninsula residential development; and

WHEREAS, the Declarant's Class "B" membership control period has terminated; and

WHEREAS, Grand Peninsula Owners Association, Inc. (the "Association"), a Texas nonprofit corporation, is the property owners' association for the planned single-family residential development known as Grand Peninsula located in the City of Grand Prairie, Texas; and

WHEREAS, by Special Warranty Deed, dated December 10, 2015, Oxford Memory Care GP, being the owner of record, conveyed the 0.069 acre tract of land identified in Exhibit "A" attached hereto to the Association, with said Special Warranty Deed being recorded January 4, 2016 as Instrument No. D216000270 of the Real Property Records of Tarrant County, Texas, and as Instrument No. 201600000657 of the Real Property Records of Dallas County, Texas; and

WHEREAS, the parcel identified in Exhibit "A" attached to this Supplemental Declaration includes a lighthouse monument feature that was constructed to depict the main entrance to the Grand Peninsula development; and

WHEREAS, by means of an Amendment to the Declaration of Covenants, Conditions and Restrictions for G.P. Commercial Properties, Inc., dated July 12, 2016, Oxford Seneca Holdings, L.L.C., a Texas limited liability company, in its capacity as the Successor Declarant for the G.P. Commercial Properties, de-annexed (withdrew) the real property and all appurtenances and fixtures identified in Exhibit "A" attached hereto from the properties subjected to the declaration of covenants and restrictions for the G.P. Commercial Properties, with said de-annexation Amendment to be recorded contemporaneously with this Supplemental Declaration in the Real Property Records of Tarrant and Dallas Counties, Texas; and

WHEREAS, the amendment of de-annexation by G.P. Commercial Properties identified above is incorporated herein by reference as if set forth in full; and

WHEREAS, pursuant to Article IX, Section 2 of the Declaration, a duly called meeting of the Voting Members of the Association was held on February 18, 2015, at which meeting the Voting Members representing at least a majority of the Class "A" votes of the Association voted to approve the Association's proposed purchase of the lighthouse entry monument parcel identified in Exhibit "A" and to annex said parcel into the Association to become part of the Association's Common Area property; and

WHEREAS, at the meeting of the Association Voting Members held on February 18, 2015, the Voting Members authorized the appropriate officer(s) of the Association to execute all documents necessary to purchase and annex the property into the jurisdiction of the Association.

NOW, THEREFORE, pursuant to Article IX, Section 2 of the Declaration, the Association hereby annexes the real property identified in Exhibit "A" attached hereto and all appurtenant fixtures (the "Annexed Property") into the jurisdiction of the Association by means of this Supplemental Declaration to be effective as of the date this Supplemental Declaration is recorded in the Real Property Records of Dallas and Tarrant Counties, Texas, with the Annexed Property to be owned, encumbered, maintained and operated as Common Area property of the Association and to be subject to the covenants, conditions, and restrictions of the Association.

IN WITNESS WHEREOF, the undersigned Officers of the Grand Peninsula Owners Association hereby execute this Supplemental Declaration for annexation of real property into the jurisdiction of the Association in accordance with Article IX, Section 2 of the Declaration as of the signature date below.

[SIGNATURES ON FOLLOWING PAGE]

GRAND PENINSULA OWNERS ASSOCIATION, INC.
a Texas nonprofit corporation

By: Lyle Gensler, PRES.
Its: President

By: Nicole Ringwald-Smith Secretary GPOA
Its: Secretary

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Lyle Gensler, President of Grand Peninsula Owners 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 therein expressed in the capacity therein stated and on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 11th day of August, 2016.

ALICE M. MCKEE
Notary Public, State of Texas
Comm. Expires 01-08-2020
Notary ID 128796392

Alice M. McKee
Notary Public in and for the State of Texas
My Commission Expires: 01-08-2020

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Nicole Ringwald-Smith Secretary of Grand Peninsula Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed in the capacity therein stated and on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 11th day of August, 2016.

ALICE M. MCKEE
Notary Public, State of Texas
Comm. Expires 01-08-2020
Notary ID 128796392

Alice M. McKee
Notary Public in and for the State of Texas
My Commission Expires: 01-08-2020

EXHIBIT "A"

ANNEXED PROPERTY

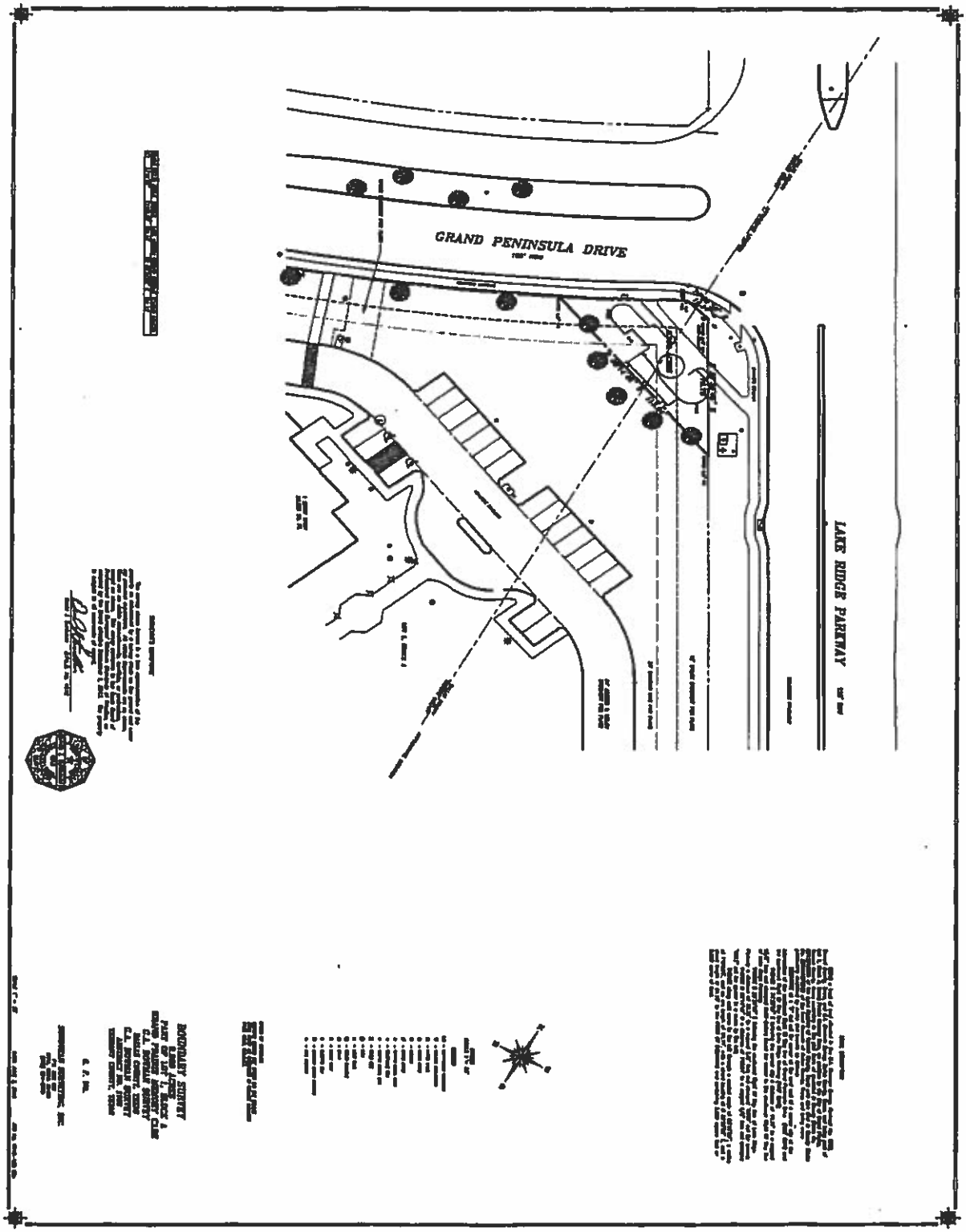

EXHIBIT "A" (continued)

ANNEXED PROPERTY

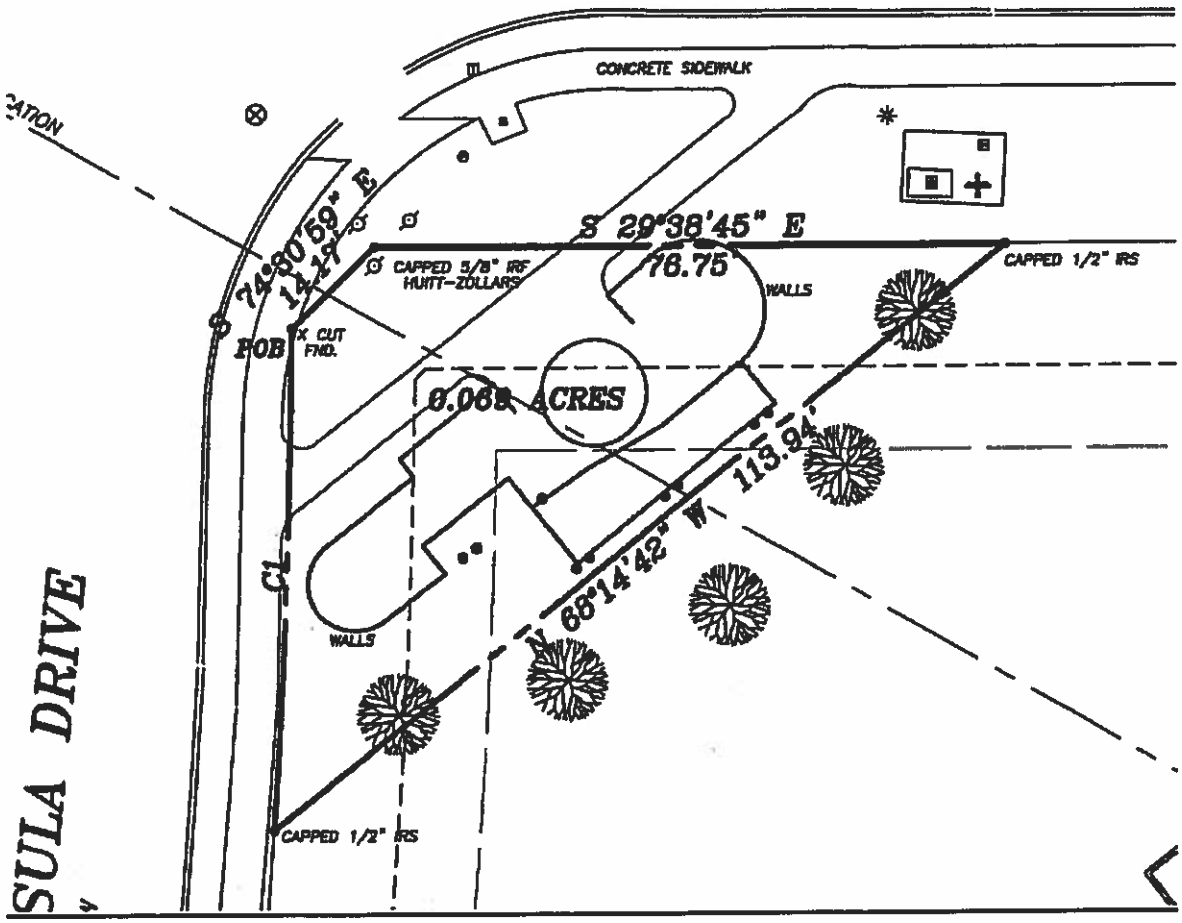

EXHIBIT "A" (continued)

ANNEXED PROPERTY

LEGAL DESCRIPTION

BEING a tract of land situated in the G.A. Bowman Survey, Abstract No. 1982, Tarrant County, Texas, and G.A. Bowman Survey, Dallas County, Texas, and being part of Lot 1, Block A, Grand Prairie Memory Care, an addition to the City of Grand Prairie, Tarrant County, Texas according to the plat there of recorded in County Clerks No. D213312855 of the Land Records of Tarrant County, Texas and also filed in County Clerks No. 201300376332 of the Land Records of Dallas County, Texas and being more particularly described by metes and bounds as follows:

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THENCE along said curve to the left through a central angle of 03°11'04", a radius of 1100.00', and an arc length of 61.14', with a chord bearing of N 62°28'02" E, and a chord length of 61.13' to the POINT OF BEGINNING and containing 3,006 square feet or 0.069 acres of land.

[PAGE RESERVED FOR CLERK'S RECORDING INFORMATION]

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

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Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
08/12/2016 03:17:21 PM
$54.00
201600223676

D216184271 8/12/2016 1:53 PM PGS 7 Fee: $40.00 Submitter: SIMPLIFILE
Electronically Recorded by Tarrant County Clerk in Official Public Records Mary Louise Garcia

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GRAND PENINSULA OWNERS ASSOCIATION, INC.

(Annexation of Entry Monument Parcel)

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

This Supplemental Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc. ("Supplemental Declaration") is made by the GRAND PENINSULA OWNERS ASSOCIATION, INC. as of the signature date(s) affixed hereto to be effective as of the date this Supplemental Declaration is recorded in the Real Property Records of Dallas County and Tarrant County, Texas.

W I T N E S S E T H:

WHEREAS, W/J Grand Peninsula, L.P. ("Declarant"), a Texas limited partnership, prepared and recorded an instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Grand Peninsula Owners Association, Inc.," on or about June 12, 2002, at Volume 15742, Page 0004-0001 and as Instrument No. D202160504 of the Real Property Records of Tarrant County, Texas, and at Volume 2002114, Page 2565 of the Real Property Records of Dallas County, Texas (the "Declaration"); and

WHEREAS, the Declaration was subsequently supplemented by multiple Supplemental Declarations recorded in the Real Property Records of Tarrant County, Texas, which added property to the plan of development for Grand Peninsula residential development; and

WHEREAS, the Declarant's Class "B" membership control period has terminated; and

WHEREAS, Grand Peninsula Owners Association, Inc. (the "Association"), a Texas nonprofit corporation, is the property owners' association for the planned single-family residential development known as Grand Peninsula located in the City of Grand Prairie, Texas; and

WHEREAS, by Special Warranty Deed, dated December 10, 2015, Oxford Memory Care GP, being the owner of record, conveyed the 0.069 acre tract of land identified in Exhibit "A" attached hereto to the Association, with said Special Warranty Deed being recorded January 4, 2016 as Instrument No. D216000270 of the Real Property Records of Tarrant County, Texas, and as Instrument No. 201600000657 of the Real Property Records of Dallas County, Texas; and

WHEREAS, the parcel identified in Exhibit "A" attached to this Supplemental Declaration includes a lighthouse monument feature that was constructed to depict the main entrance to the Grand Peninsula development; and

WHEREAS, by means of an Amendment to the Declaration of Covenants, Conditions and Restrictions for G.P. Commercial Properties, Inc., dated July 12, 2016, Oxford Seneca Holdings, L.L.C., a Texas limited liability company, in its capacity as the Successor Declarant for the G.P. Commercial Properties, de-annexed (withdrew) the real property and all appurtenances and fixtures identified in Exhibit "A" attached hereto from the properties subjected to the declaration of covenants and restrictions for the G.P. Commercial Properties, with said de-annexation Amendment to be recorded contemporaneously with this Supplemental Declaration in the Real Property Records of Tarrant and Dallas Counties, Texas; and

WHEREAS, the amendment of de-annexation by G.P. Commercial Properties identified above is incorporated herein by reference as if set forth in full; and

WHEREAS, pursuant to Article IX, Section 2 of the Declaration, a duly called meeting of the Voting Members of the Association was held on February 18, 2015, at which meeting the Voting Members representing at least a majority of the Class "A" votes of the Association voted to approve the Association's proposed purchase of the lighthouse entry monument parcel identified in Exhibit "A" and to annex said parcel into the Association to become part of the Association's Common Area property; and

WHEREAS, at the meeting of the Association Voting Members held on February 18, 2015, the Voting Members authorized the appropriate officer(s) of the Association to execute all documents necessary to purchase and annex the property into the jurisdiction of the Association.

NOW, THEREFORE, pursuant to Article IX, Section 2 of the Declaration, the Association hereby annexes the real property identified in Exhibit "A" attached hereto and all appurtenant fixtures (the "Annexed Property") into the jurisdiction of the Association by means of this Supplemental Declaration to be effective as of the date this Supplemental Declaration is recorded in the Real Property Records of Dallas and Tarrant Counties, Texas, with the Annexed Property to be owned, encumbered, maintained and operated as Common Area property of the Association and to be subject to the covenants, conditions, and restrictions of the Association.

IN WITNESS WHEREOF, the undersigned Officers of the Grand Peninsula Owners Association hereby execute this Supplemental Declaration for annexation of real property into the jurisdiction of the Association in accordance with Article IX, Section 2 of the Declaration as of the signature date below.

[SIGNATURES ON FOLLOWING PAGE]

GRAND PENINSULA OWNERS ASSOCIATION, INC.
a Texas nonprofit corporation

By: _____, PRES.
Its: President

By: _____ Secretary GPOA
Its: Secretary

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Lyle Gensler, President of Grand Peninsula Owners 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 therein expressed in the capacity therein stated and on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 11th day of August, 2016.

ALICE M. MCKEE
Notary Public, State of Texas
Comm. Expires 01-08-2020
Notary ID 128796392

_____
Notary Public in and for the State of Texas
My Commission Expires: 01-08-2020

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Nicole Ringwald-Smith Secretary of Grand Peninsula Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed in the capacity therein stated and on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 11th day of August, 2016.

ALICE M. MCKEE
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Comm. Expires 01-08-2020
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Notary Public in and for the State of Texas
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EXHIBIT "A"

ANNEXED PROPERTY

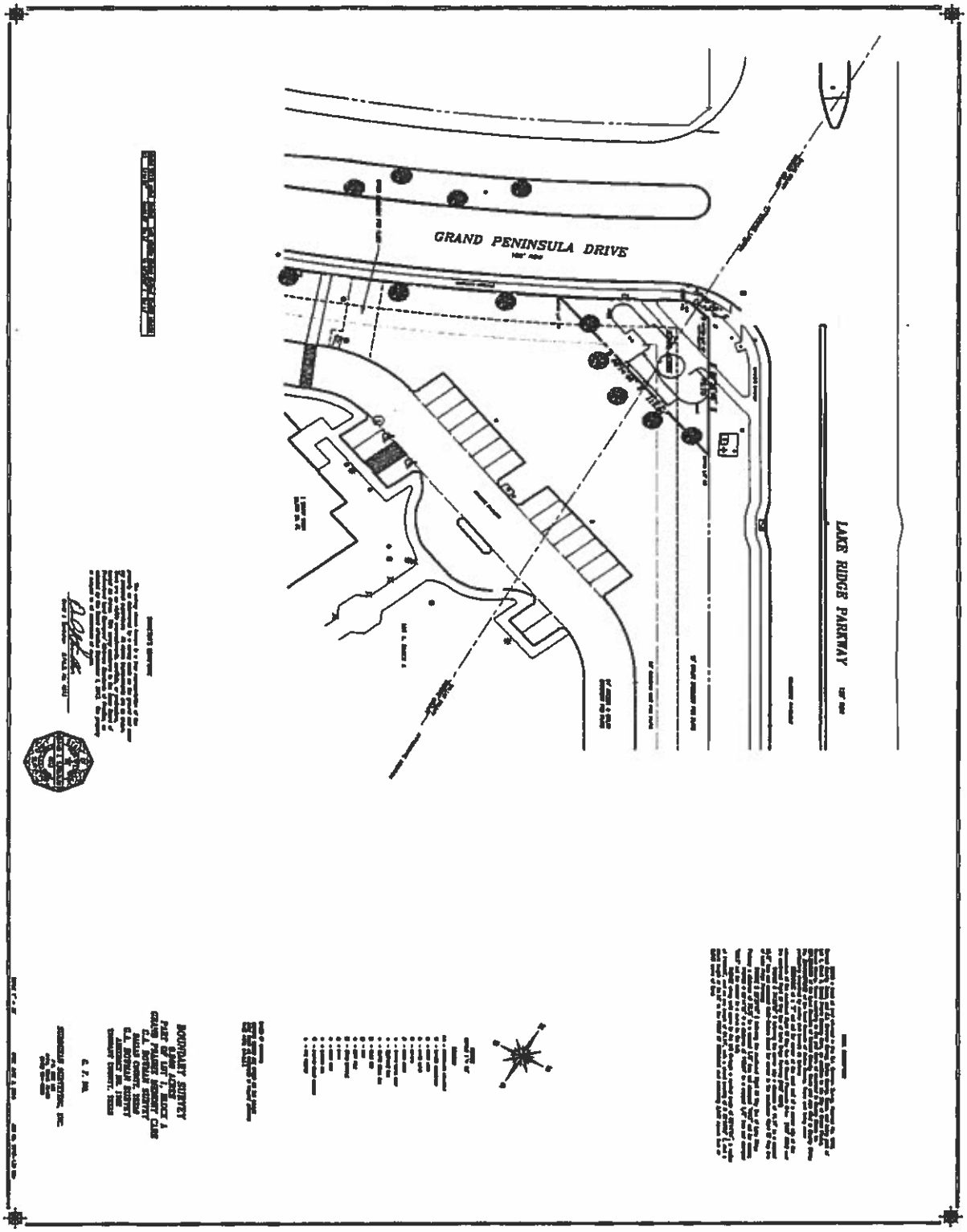

EXHIBIT "A" (continued)

ANNEXED PROPERTY

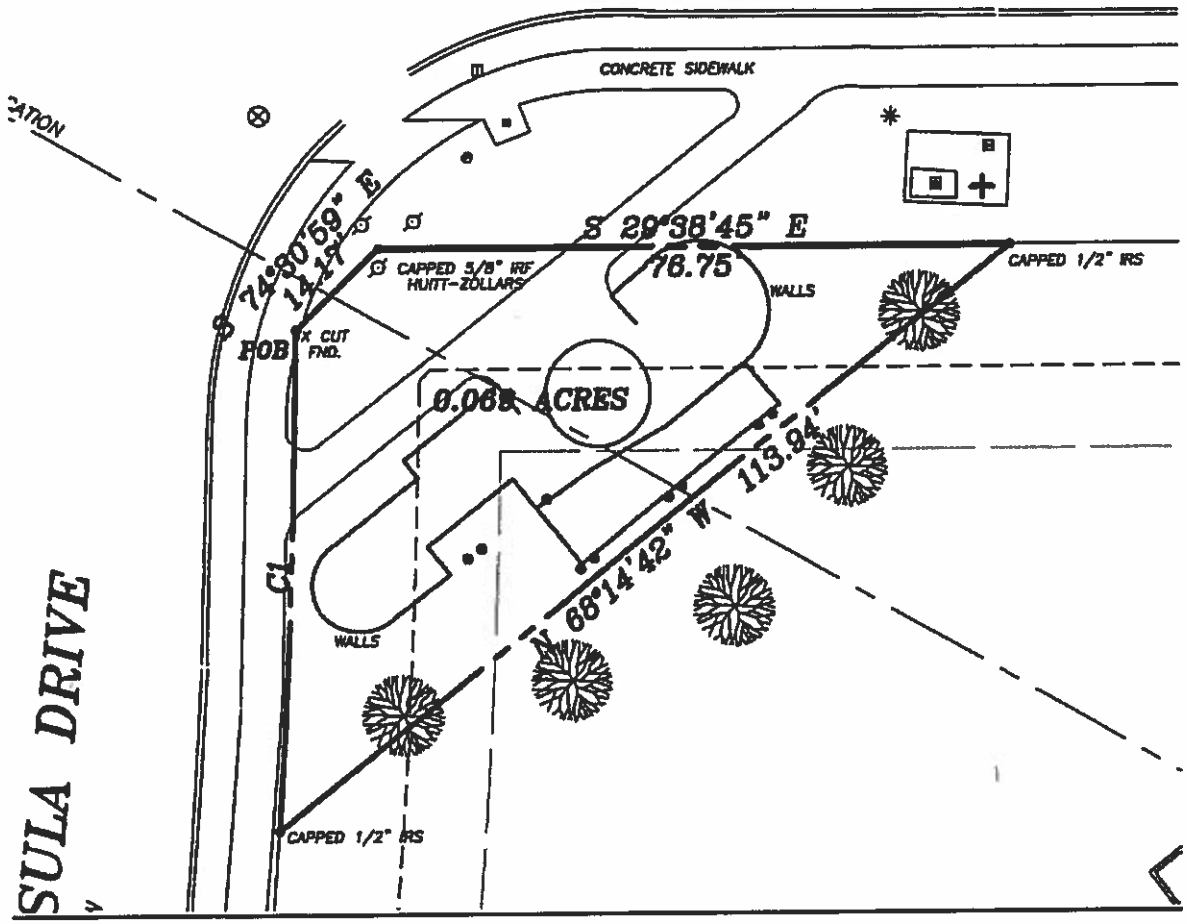

EXHIBIT "A" (continued)

ANNEXED PROPERTY

LEGAL DESCRIPTION

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[PAGE RESERVED FOR CLERK'S RECORDING INFORMATION]

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

D219126509 6/12/2019 2:00 PM PGS 3 Fee: $24.00 Submitter: SIMPLIFILE
Electronically Recorded by Tarrant County Clerk in Official Public Records
Mary Louise Nicholson

CITY OF GRAND PRAIRIE LANDSCAPE, MAINTENANCE AND MOWING EASEMENT

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF TARRANT

That **GRAND PENINSULA OWNERS ASSOCIATION, INC.,** a Texas non-profit corporation, hereinafter referred to as "Grantor", for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration to Grantor in hand paid by the City of Grand Prairie, Texas, 206 W. Church Street, Grand Prairie, Texas 75050, hereinafter referred to as "City", the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and does by these presents GRANT, SELL and CONVEY unto City, a landscape, maintenance and mowing easement, on, over and across all those certain tracts or parcels of land described in **EXHIBIT "A"** attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the same perpetually to said City, its successors and assigns, together with the right and privilege at any and all time to enter upon said easement for the purpose of installing, mowing and maintenance of landscape improvements within this easement; and Grantors do hereby bind Grantor, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof; by, through or under Grantor but not otherwise.

EXECUTED this 23 day of May, 2019.

GRAND PENINSULA OWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: Lyle Gensler

Name: LYLE GENSLER
Title: PRESIDENT

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 23 day of May, 2019 by LYLE GENSLER, PRESIDENT of the **GRAND PENINSULA OWNERS ASSOCIATION, INC.,** a Texas non-profit corporation, on behalf of said corporation and in the capacity indicated.

ALICE M. MCKEE
Notary Public, State of Texas
Comm. Expires 01-08-2020
Notary ID 128796392

Alice M. McKee
Notary Public in and for the State of Texas

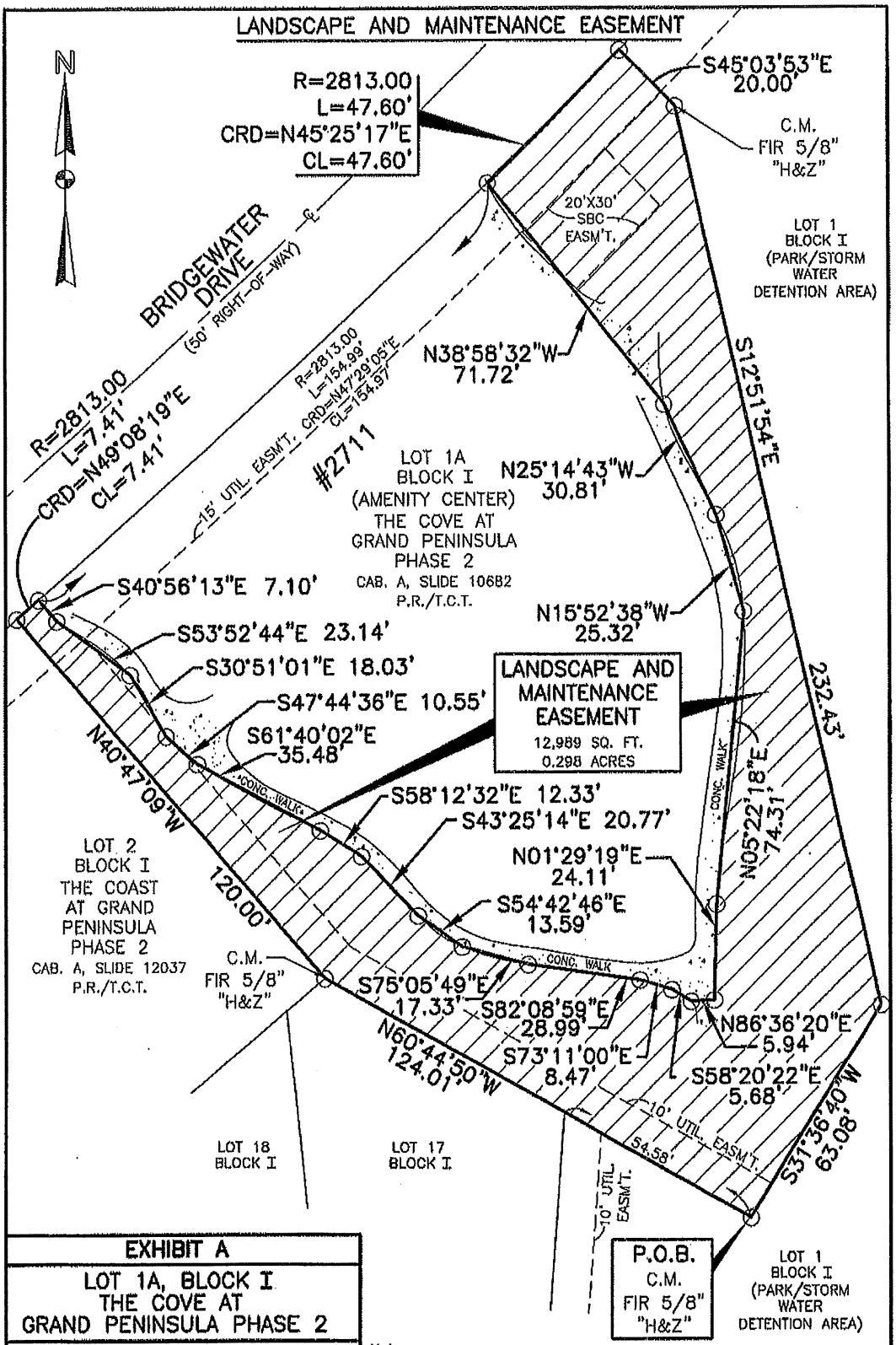

EXHIBIT A

LOT 1A, BLOCK I
THE COVE AT
GRAND PENINSULA PHASE 2

City of Grand Prairie, Tarrant County, Tx.

KEETON SURVEYING COMPANY
H.B. KEETON M.S. KEETON
REGISTERED PROFESSIONAL LAND SURVEYORS
2037 DALWORTH STREET GRAND PRAIRIE, TEXAS
PHONE: (972) 641-0843 FAX: (972) 647-0154
E-MAIL: ksc4019@sbcglobal.net

DATE:	SCALE:	FILE:
05/09/2019	1"=30'	8EASMT

K:/2019 PROJECTS/FORUM PLACE

Notes:
-Basis of Bearing according to the plat thereof Recorded in Cabinet A, Slide 10682, of the Plat Records of Tarrant County, Texas.
-C.M. denotes controlling monument.
-The Surveyor has not abstracted the record title and/or easements of the subject property. The Surveyor prepared this survey without the benifit of a title commitment and assumes no liability for any easements, right-of-way dedications or other title matters affecting the subject.
-This drawing does not show all existing improvements.

LANDSCAPE AND MAINTENANCE EASEMENT

Legal Description of Land:
Being a part of Lot 1A, Block I, The Cove at Grand Peninsula Phase 2, an addition to the City of Grand Prairie, according to the plat thereof recorded in Cabinet A, Slide 10682, of the Plat Records of Tarrant County, Texas, and being more particularly described as follows;
BEGINNING at a 5/8 inch iron rod found with cap marked "H&Z" for the most southerly corner of said Lot 1A, Block I and being an angle point of Lot 1, said Block I (Park/Storm water detention area);
THENCE N. 60°44'50" W., with a common line of said Lot 1A and said Lot 1, Block I, passing at a call distance of 54.58 feet the common corner of said Lot 1, Block I Park/Storm water detention area), and Lot 17, said Block I, and continuing with the common line of said Lot 1A and said Lot 17, in all a total distance of 124.01 feet to a 5/8 inch iron rod with cap marked "H&Z" found for an angle point of said Lot 1A and the southeast corner of Lot 2, Block I of "The Coast at Grand Peninsula, Phase 2", an addition to the City of Grand Prairie, according to the plat thereof recorded in Cabinet A, Slide 12037 of the Plat Records of Tarrant County, Texas;
THENCE N. 40°47'09" W., with the common line of said Lot 1A and Lot 2, a distance of 120.00 feet to the northwest corner of said Lot 1A, the northeast corner of said Lot 2, and being in the southeasterly right-of-way of Bridgewater Drive (50' right-of-way), said point also being a corner and in a curve to the left;
THENCE in a northeasterly direction with the common line of said Lot 1A and said Bridgewater Drive, with said curve to the left having a radius of 2813.00 feet, a chord which bears N 49°08'19" E, a chord distance of 7.41 feet, and an arc distance of 7.41 feet to a point for corner;
THENCE departing from said Bridgewater Drive, more or less with the outside line of an existing concrete sidewalk, and over and across said Lot 1A the following calls;
S. 40°56'13" E., a distance of 7.10 feet to an angle point;
S. 53°52'44" E., a distance of 23.14 feet to an angle point;
S. 30°51'01" E., a distance of 18.03 feet to an angle point;
S. 47°44'36" E., a distance of 10.55 feet to an angle point;
S. 61°40'02" E., a distance of 35.48 feet to an angle point;
S. 58°12'32" E., a distance of 12.33 feet to an angle point;
S. 43°25'14" E., a distance of 20.77 feet to an angle point;
S. 54°42'46" E., a distance of 13.59 feet to an angle point;
S. 75°05'49" E., a distance of 17.33 feet to an angle point;
S. 82°08'59" E., a distance of 28.99 feet to an angle point;
S. 73°11'00" E., a distance of 8.47 feet to an angle point;
S. 58°20'22" E., a distance of 5.68 feet to an angle point;
N. 86°36'20" E., a distance of 5.94 feet to an angle point;
N. 01°29'19" E., a distance of 24.11 feet to an angle point;
N. 05°22'18" E., a distance of 74.31 feet to an angle point
N. 15°52'38" W., a distance of 25.32 feet to an angle point;
N. 25°14'43" W., a distance of 30.81 feet to an angle point;
N. 38°58'32" W., leaving said outside line of existing concrete sidewalk, a distance of 71.72 feet to a point for corner in the aforementioned northwesterly line of said Lot 1A, the southeasterly line of said Bridgewater Drive, and said curve to the left;
THENCE continuing in northeasterly direction with the common line of said Lot 1A and said Bridgewater Drive, and curve to the left having a radius of 2813.00 feet, a chord which bears N 45°25'17" E, a chord distance of 47.60 feet, and an arc distance of 47.60 feet to the northeast corner of said Lot 1A and the most northerly northwest corner of said Lot 1, Block I for a corner;
THENCE departing said Bridgewater Drive and with the east line of said Lot 1A and the westerly line said Lot 1, Block I (Park/Storm water detention area), the following calls;
S. 45°03'53" E., a distance of 20.00 feet to a 5/8 inch iron rod with cap marked "H&Z" for an angle point;
S. 12°51'54" E., a distance of 232.43 feet to an angle point for corner;
S. 31°36'40" W., a distance of 63.08 feet to the POINT OF BEGINNING and CONTAINING 12,989 square feet or 0.298 acres of land, more or less.

I, M. L. Mitchell, a Registered Professional Land Surveyor, hereby certify that the foregoing Plot was compiled from an accurate survey made on the ground under my personal supervision.

STATE OF TEXAS
REGISTERED
M.L. MITCHELL
2617
PROFESSIONAL
LAND SURVEYOR

M. L. Mitchell
Registered Professional Land Surveyor
Registration No. 2617

EXHIBIT A

LOT 1A, BLOCK I
THE COVE AT
GRAND PENINSULA PHASE 2

City of Grand Prairie, Tarrant County, Tx.

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H.B. KEETON M.S. KEETON
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PHONE: (972) 641-0843 FAX: (972) 647-0154
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CITY OF GRAND PRAIRIE
LANDSCAPE, MAINTENANCE AND MOWING EASEMENT

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF TARRANT

That **GRAND PENINSULA OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, hereinafter referred to as "Grantor", for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration to Grantor in hand paid by the City of Grand Prairie, Texas, 206 W. Church Street, Grand Prairie, Texas 75050, hereinafter referred to as "City", the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and does by these presents GRANT, SELL and CONVEY unto City, a landscape, maintenance and mowing easement, on, over and across all those certain tracts or parcels of land described in **EXHIBIT "A"** attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the same perpetually to said City, its successors and assigns, together with the right and privilege at any and all time to enter upon said easement for the purpose of installing, mowing and maintenance of landscape improvements within this easement; and Grantors do hereby bind Grantor, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof; by, through or under Grantor but not otherwise.

EXECUTED this 23 day of May, 2019.

GRAND PENINSULA OWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: Lyle Gensler

Name: LYLE GENSLER
Title: PRESIDENT

STATE OF TEXAS
COUNTY OF DALLAS

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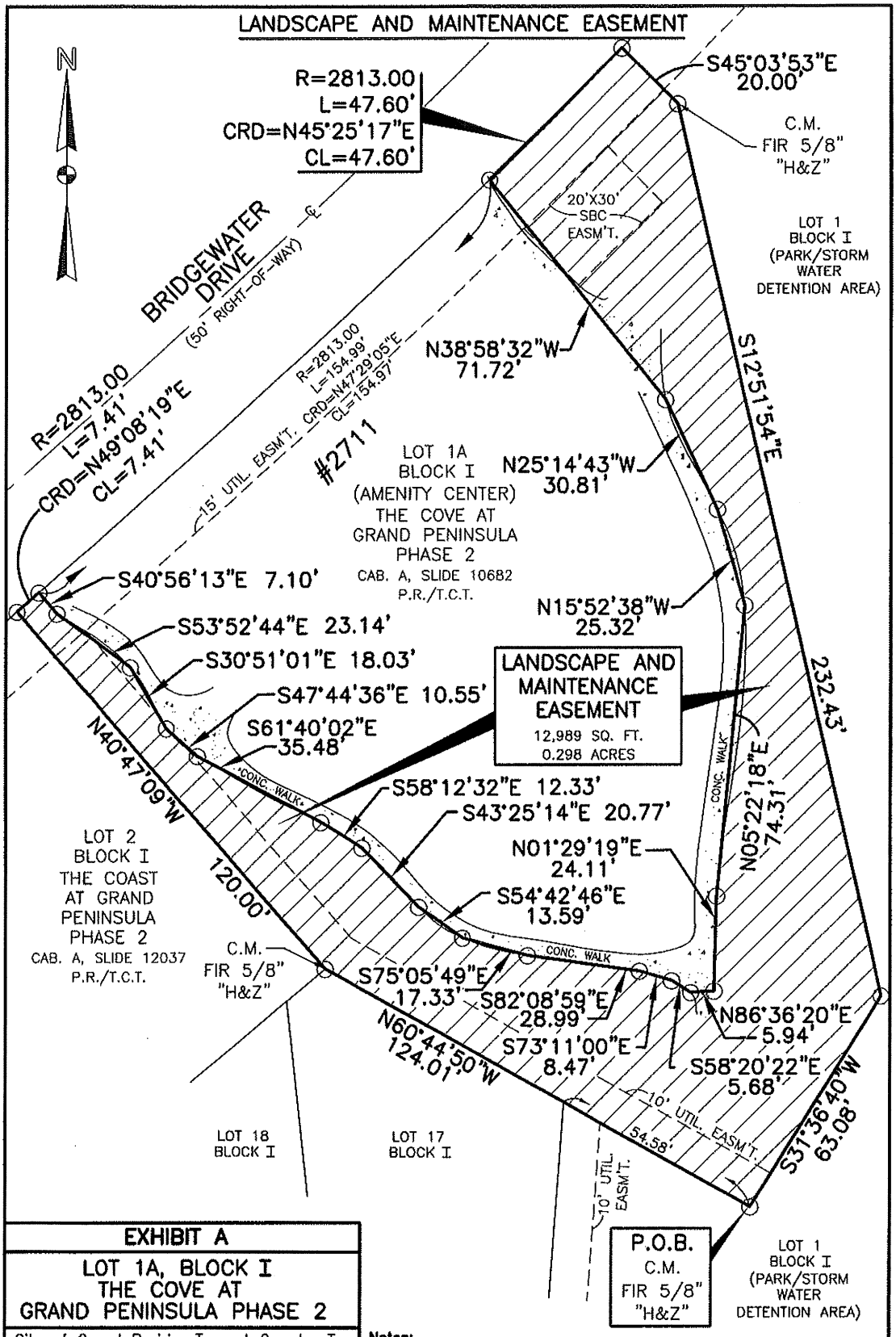
ALICE M. MCKEE
Notary Public, State of Texas
Comm. Expires 01-08-2020
Notary ID 128796392

Alice M. McKee

Notary Public in and for the State of Texas



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