

**AMENDED & RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR**

**WALNUT MEADOWS**

**CITY OF MANSFIELD TARRANT  
COUNTY, TEXAS**

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Restated Declaration, including levying collecting and disbursing the assessments, for the purpose of exercising the functions aforesaid.

## ARTICLE 1

### ESTABLISHMENT

**Section 1.1 - Establishment of Amended and Restated Covenants, Conditions and Restrictions.** The Original Declaration and this Amended and Restated Declaration, impose upon the Property certain covenants, conditions, restrictions, liens and easements (collectively, the "Amended and Restated Declaration") set forth herein for the purposes of establishing and maintaining a general scheme or plan of development for the Property, preserving and protecting the value of the Lots and Residences (defined below), by establishing and observing restrictions for residential use for the benefit of the Owners (defined below). The Association does not guarantee that all of these purposes will be accomplished through the imposition and observance of the Amended and Restated Declaration. This Amended and Restated Declaration touches and concerns title to the Property, shall run with title to the Property and shall be binding upon all persons or entities having or acquiring title to or any interest in any portion of the Property.

**Section 1.2 Definitions.** The terms set forth below shall have indicated meanings when used in this Amended and Restated Declaration; other terms are defined elsewhere herein and shall have the meaning given to them in this Amended Restated Declaration:

"ACC" means the architectural control committee established pursuant to this Amended Declaration.

"Assessments" means the Maintenance Assessments, Special Assessments and Special Individual Assessments provided for in Article 6.

"Association" means the Walnut Meadows Homeowners' Association, Inc., a Texas non-profit corporation, or such other homeowners' association name selected and available at the time of formation and established as provided in this Declaration.

"Board" means the Board of Directors of the Association.

"City" means the City of Mansfield, Texas.

"Common Area" means those portions of the Property as described in or on the Plat that do not constitute Lots which are designated for residential use only. Accordingly, the Common Area means those portions of the Property designated as such on the Plat, including any recreational centers or similar areas. The Common Area also includes: (i) any areas within the Property owned by the City, the Association, or any

other governmental entity, but which are required to be maintained for the Association; (ii) any landscape, wall maintenance, pedestrian access or maintenance easements reflected on the Plat required by the City or recorded by separate instrument; (iii) the brick wall upon the 25' Screening Wall Easement within Block 1, Lots 1 & 33, and Block 2, Lots 1 & 26 as set forth on the Plat; (iv) the drainage facilities contained within the 15' Public Drainage Easement on Block 1, Lots 14, 15, 19 and 20 as set forth on the Plat but only to the extent the Public Drainage Easement is not maintained by the City as provided in the Plat; and (v) those areas, if any, which are owned by an Owner, but on which are located monuments, signs, fences, landscaping, berms, sidewalks, irrigation systems or other improvement that may be maintained by the City or the Association. Specifically excluded from the definition of "Common Area" is the wooden fence on, within or adjacent to the rear property line of Block 1, Lots 33 through 20 as set forth on the Plat, which must be maintained, repaired and by the Owners of said Lots.

"Design Guidelines" shall mean and refer to those particular standards, restrictions, guidelines recommendations and specifications applicable to all aspects of construction, including allowed materials and the placement, location, alteration, maintenance and design of any improvements within the Property, and all amendments modifications, supplements and interpretations thereof.

"HUD" means the U.S. Department of Housing and Urban Development.

"Lot" means any of the individual platted building lots reflected, or to be reflected, on the Plat that are to be used for residential purposes as herein described. Where the context indicates or requires, the term Lot includes any structure on the Lot.

"Managing Agent" means any Person who has been engaged and designated by the Board to manage the daily affairs and operations of the Association.

"Occupant" means any Person occupying all or any portion of a Lot for any period of time, regardless of whether such Person is a tenant of the Owner of such Lot.

"Owner" means any Person owning fee title to any Lot, but excluding any mortgagee or beneficiary under a deed of trust until such time as it acquires legal title to a Lot.

"Person" means any individual, corporation, limited liability company, partnership or other entity of any kind or types whatsoever.

"Phase" means a particular phase developed upon the Property.

"Plat" meant (i) initially, the Preliminary Plat, and thereafter the Final Plat, for any Phase of the Property submitted to and approved by the City, or any other applicable governmental entity; (ii) after recordation thereof, the final Plat for any Phase

of the Property as recorded in the Records of Tarrant County, Texas; and, (iii) any replat of, an amendment to, the foregoing

**"Residence"** means a single family detached residential dwelling upon a Lot in conformance with this Declaration.

**"Street"** means any paved road, but not alleys, that is typically within a fifty foot (50') or sixty foot (60') right-of-way and serves the front of a Lot upon which a Residence is constructed.

**"Structure"** means any structure (other than a Residence) and includes, without limitation, a fence, driveway, sidewalk, planting, landscaping, irrigation system, wall, tennis court, swimming pool, outbuilding, playground equipment or other improvement of any kind or type.

**"Vehicle"** means any vehicle of any kind or type whatsoever, including, but without limitation, any automobile truck, motorcycle, boat, mobile home, motor home, boat trailer, or other kind of trailer.

## ARTICLE 2

### USE PROVISIONS

#### Section 2.1 Permitted and Prohibited Uses.

(a) **Lots Limited to Residential Use.** Except as otherwise provided in this Amended Declaration, lots shall be used only for single family, private residential purposes and activities reasonably related thereto. Use of the lots shall be such so as not to violate the restrictions contained in 2.2(c). No Residence shall be used to operate a day care or child care facility; however this prohibition shall not prevent Owners from babysitting or caring for children of neighbors.

(b) **Common Area Uses.** The Common Area designated on the Plat shall be used only for recreational and other similar purposes as approved by the Association. The Common Area consisting of landscaping, maintenance, wall maintenance easements, or similar areas shall be used for such purposes or similar purposes as approved by the Association. No damage to the Common Area or any part thereof shall be committed by any Owner, Occupant or invitee. The cost to repair any such damage shall be levied against the Owner of the Lot responsible for such damage as a Special Individual Assessment. No Owner or Occupant may maintain trees, landscape, sod, and place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board.

**Section 2.2 Prohibited Uses and Activities.**

(a) **No Further Subdivision.** No Lot may be further subdivided. Lots may be combined for the purpose of constructing a single residence on more than one Lot only upon written approval of the ACC. Without regard to any such permitted or combination, the Lots involved shall continue to be treated as single individual Lots hereunder for all other purposes, including voting in the Association and assessing and collecting Assessments.

(b) **Parking and Vehicle Restrictions.** On-Street parking shall not be permitted over night. The prohibition against parking over night on the Streets shall apply to Vehicles owned by Owners, occupants of Residences, their guests and invitees. Trucks with tonnage in excess of one ton, motor homes, trailers, boats, box trucks, u-haul type rental trucks, machinery or equipment and Vehicles with signage or advertising displays shall not be permitted to park overnight on the streets, driveways, or other areas within the Property. Automobiles, mini-vans, SUVs, and pick-up trucks may be parked either in a garage or on the driveway adjacent to the homes but may not be permanently stored on the driveway. Automobiles, mini-vans, SUVs, and pick-up trucks shall be considered to be stored on the driveway in violation of this restriction after remaining on the driveway, without movement, for a period of 30 days. Notwithstanding the foregoing, it shall be presumed that any vehicle that does not have attached a current license plate, registration sticker, and vehicle inspection sticker, or has one or more flat tires, or is otherwise disabled or partially disassembled, is a vehicle stored in violation of this section. No Vehicle may be parked in the backyard or front-yard of any Lot. Owners will be responsible to ensure that guests or invitees shall not park in front of their neighbors' mailboxes or directly across from neighboring driveways. In no event shall overnight parking in the streets be permitted. No Vehicle that transports flammable or explosive cargo may be parked or stored within the Property. No inoperative or unlicensed Vehicles may be parked or stored, other than in an enclosed garage, within the Property. All work on Vehicles (other than car washing) shall be performed only in an enclosed garage. The foregoing provisions shall not restrict the parking of trucks and other Vehicles as necessary in connection with construction of Residences or other Structures on Lots.

(c) **Specific Use Restrictions.** The Property is restricted solely to residential and related uses accordingly; no industrial, business, commercial, professional, manufacturing, mineral or other similar use shall be permitted on any part of the Property, except that subsurface drilling for natural gas in the Lot is specifically permitted, for which an Owner may execute an appropriate lease of mineral

interests provided that no derricks, wells, tanks, pumps or related equipment shall be permitted on any Lot. This Section shall not be construed so as to prohibit the conduct of a reasonable amount of in-home work, such as computer work or similar activities, provided that such work or activity: (i) does not involve the parking of Vehicles of employees, consultants, clients, or other parties who do not occupy the Residences in question, (ii) the activity does not involve door-to-door solicitation of residents of the Property; and (iii) does not involve the delivery or pick-up of any materials or services. No portion of the Property may be used as a church. Small gatherings and group activities can take place within Residences so long as these do not result in increased traffic or on-Street parking which materially interferes with Owners' right of use and enjoyment of the Common Areas.

(d) Pet and Animal Restrictions Only regular household pets such as cats and dogs shall be permitted on the Property and then only for personal use and not for any business use such as breeding, kennel operations and the like. No other animals shall be permitted to be maintained upon the Property, including the following cows, horses, bees, hogs, sheep, goats, poultry, or skunks. No more than four (4) domesticated household pets are permitted in any Residence. All pets shall be kept within the fenced-in area of an Owner's Lot and shall not be permitted to run free through the Property. So as not to disturb others in the community, owners shall keep noisy and/or barking animals inside the Residence from the hours of 10:00 p.m. to 6:00 a.m. Property owners are responsible for the disposal of all pet waste and shall pick up waste that is placed on neighboring properties.

(e) Safety of Kids/Minors, Street Playing and Activities on Common Areas. PARENTS AND GUARDIANS OF CHILDREN ARE HEREBY PLACED ON NOTICE THAT THEY HAVE SOLE AND EXCLUSIVE RESPONSIBILITY FOR THE SAFETY OF THEIR CHILDREN WHILE PLAYING ON OR USING THE COMMON AREAS. THIS INCLUDES, BUT IS NOT LIMITED TO, PARENTS AND GUARDIANS REQUIRING, IF THEY DEEM NECESSARY, THAT THEIR CHILDREN WEAR SAFETY HELMETS, THAT CHILDREN WATCH DILIGENTLY FOR CARS AND MOVE OUT OF THE STREET WHEN VEHICLES ARE APPROACHING. BY THEIR CHILD USING THE COMMON AREAS, EACH PARENT AND GUARDIAN OF SUCH CHILD ACKNOWLEDGE AND ASSUME THIS OBLIGATION AND HEREBY RELEASE AND FOREVER DISCHARGE THE ASSOCIATION, ITS DIRECTORS, OFFICERS, COMMITTEE MEMBERS, AGENTS AND REPRESENTATIVES FROM ANY LIABILITY WHATSOEVER RESULTING, IN WHOLE OR IN PART, FROM PERSONAL INJURY, DEATH OF ANY PERSON OR PROPERTY DAMAGE, CAUSED ON OR WITHIN THE COMMON AREAS. THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, AGENTS OR REPRESENTATIVES HEREBY DISCLAIM ANY OBLIGATION OR

RESPONSIBILITY FOR THE SAFETY OF CHILDREN WHILE PLAYING OR USING THE COMMON AREAS.

(f) Entry Gates. Owners and occupants shall be solely responsible for and shall ensure that children's activities shall not occur near the entry gates of the Subdivision. The Association specifically disclaims and shall have no liability whatsoever for property damage or personal injury resulting, in whole or in part, from any children's activities occurring on or near the entry gates to the Subdivision. Playing on, climbing, hanging from, riding and/or coming in contact with the gates is STRICTLY FORBIDDEN. OWNERS AND OCCUPANTS SHALL BE FINANCIALLY RESPONSIBLE AND LIABLE TO THE ASSOCIATION FOR ANY AND ALL DAMAGE CAUSED BY ANY OWNER, OCCUPANT, THEIR CHILDREN, THEIR GUESTS AND/OR THEIR OTHER INVITEES, AND THE COST OF PERFORMING SUCH REPAIRS SHALL BE ADDED TO THE OWNER'S ASSESSMENT ACCOUNT AS A SPECIAL INDIVIDUAL ASSESSMENT, BE PAYABLE UPON DEMAND, AND SHALL BE SECURED BY THE LIEN PROVIDED FOR IN ARTICLE 6.

(g) Outdoor Burning Restrictions. Outdoor burning of trash, leaves, and other items is prohibited. This restriction shall not be construed as prohibiting outdoor cooking on barbecue grills in connection with use of Residence.

(h) Trash/Garbage Disposal. Trash, garbage and other waste shall at all times be kept in clean, well maintained, sanitary containers for regular scheduled pickup for removal of such items. For purposes of this section sanitary container shall be considered trash cans. Trash cans should not be put out before 7:00 p.m. the night before the scheduled pickup date and shall be removed from the front of the home by the end of the day on the day of the scheduled pickup. Trash, garbage or otherwise shall not be dumped on the ground of any Lot or in any Common Area. Each homeowner shall be responsible for the trash or debris in the Common Areas in front of their home. It is understood that additional garbage and/or trash may be set out for pickup without the use of garbage cans during high volume times of the year, i.e. Christmas or Spring Cleaning. The requirements outlined herein shall not prevent the setting out of grass or other landscape clippings for pick up in closed lawn bags.

(i) Occupancy. Each Lot shall be improved with a single family detached Residence. No Person shall occupy any garage or other outbuilding as a residence at any time. At no time may a garage be converted to living space for any use and may not be used for anything other than storage of personal property. Occupancy of any residence shall be limited to occupancy by a single family unit. A single family unit is defined as no more than two adults, not related by blood, and their dependent children. Upon written notice to the Board, Owner(s) may allow the following persons related to Owner(s) live with Owner(s) for a period not to exceed six (6) months:

parents, siblings, adult children, uncles, aunts, grandparents, grandchildren, nieces, and nephews. After the initial six (6) month period has expired, the following persons are allowed to continue living with Owner(s): (a) parents of retirement age (as defined by the Social Security Administration), or (b) any individual for whom Owner(s) has been judicially appointed as guardian or having legal custody of such person. This restriction is intended to protect the integrity of single family homes by preventing two separate and distinct family units (even if related) from occupying the same property.

(j) Projections from Structures. Window air conditioning units and other similar projections are prohibited. Any projection through the roof of any structure on the Property shall require the prior written approval of the ACC.

(k) Private Water/Sewer Systems. Each Residence shall be connected to the City water and sanitary sewer system, and no private water well or water, sanitary or storm sewer system is permitted within the Property. If private drainage easements have been established in areas that necessitate or contain a private sub-surface storm sewer drainage system, then such sewer lines are to be kept freely running and unobstructed at all times. If the lines become obstructed, all parties that benefit from their function shall be required to equally and promptly share in the cost of repair or replacement of the lines.

(l) Changes in Grade. Except for such changes as are reasonably necessary to facilitate construction of a Residence on a Lot, no Owner shall change the grade of any Lot except in compliance with all applicable laws. After the Lots have been developed, the general grading, slope and drainage plan of a Lot may not be altered and no dams, berms, channels or swales may be constructed or excavated without the prior written approval of the ACC, the City (if applicable) and other appropriate agencies having authority to grant such approval.

(m) Visible Activities - Outdoors - Neighborhood Appearance. Outdoor drying of clothes is prohibited. Lawn mowers, rakes, carts and other yard equipment shall be stored from view from adjoining Lots and Streets when not in use. Toys, balls, bicycles, tricycles, sports equipment, skateboard ramps, scooters or other personal property shall be put away at night so as not to be seen from the Street.

(n) General Restriction - Nuisances. In general, any condition on a Lot which, by sight, smell or sound (as determined exclusively by the ACC), unreasonably and significantly disturbs any other Owner in the use and enjoyment of his or her Lot or the Common Area shall be prohibited.

(o) Holiday Decorations - Holiday decorations and lighting shall be permitted but shall not be put up, put out or installed more than 6 weeks prior to the

applicable holiday and must be taken down not later than 30 days after the applicable holiday.

(p) **Garage Sales** -The Board shall designate up to two times per year when garage sales may be held. The gates will be opened for these two community-wide sales.

(q) **Violation of Use Restrictions** The Board shall have the discretion to fine or impose fines on Owners of property for violations of the above Use Restrictions. Fines may not be levied by the Board without first complying with the notice provisions contained in Chapter 209 of the Texas Property Code, as amended, or any successor statute.

### ARTICLE 3

#### CONSTRUCTION PROVISIONS

**Section 3.1 Plan Approval Required.** No Residence or Structure shall be constructed, altered, modified, placed or installed within the Property until the plans therefore have been approved in writing by the ACC as provided in this Article 3.

#### **Section 3.2 The ACC.**

(a) **Members.** The ACC shall consist of three (3) members who shall be the Board unless determined otherwise by the Board. The Board may decide to appoint non-Directors to the ACC. Only members of the Association in good standing can serve on the ACC.

(b) **Term and Subsequent Appointments.** The members of the ACC who are Directors shall serve until their term as Directors has expired. Non-Director members of the ACC shall serve until they resign or are removed by the Board (which the Board may do at any time). The ACC or Board may engage the services of a third party to review plans and specifications pursuant to this Article.

(c) **Compensation; Fee for Review.** No member of the ACC shall be entitled to compensation for its services. The ACC may impose a reasonable charge for reviewing plans. If at the Board's and/or the ACC's sole discretion a secondary review of submitted plans is necessary either by a design professional or other construction professional, the cost of such review shall be born solely by the Owner submitting such plans for review and approval. Owner shall be notified of any request by the Board and shall have the right to withdraw the plans or resubmit same for future consideration.

### Section 3.3 Approval Process.

(a) Submission of Plans. Any party wishing to construct, install, alter or modify a Residence or any Structure on the Property shall submit two (2) copies of complete plans and specifications therefore to the ACC for its approval prior to commencing construction. Such plans and specifications may include, as requested by the ACC, engineering information, landscaping description and construction plans showing the location and elevations of the proposed Residence, Structure, addition or modification, and the materials to be used in constructing the same, all in sufficient detail to enable the ACC to evaluate the proposal. The ACC may request additional information, including samples of proposed materials to aid it in its decision process. After receipt of a complete set of plans and specifications, the ACC shall promptly review the same and notify the Person submitting whether it approves the plans or whether it requires changes thereto. Alternately, the ACC may disapprove a set of plans by so noting thereon and returning it to the Person submitting, accompanied by a statement of the reasons for disapproval. No construction shall be commenced on any portion of the Property unless and until the plans for same have been approved in writing by the ACC. This submittal process shall also be required for any additions, subtractions and/or modifications to any existing Residences and/or Structures including but not limited to sheds, outbuildings, fences, pools, and/or sport courts.

(b) Time for Review/Approval. The ACC shall approve or disapprove all plans submitted for construction within thirty (30) days after the date it receives a complete set of plans and specifications therefore; if the ACC fails to specifically approve or disapprove of any plans within such thirty (30) day period, then the ACC shall be deemed to have approved the plans submitted.

(c) Review Standards. The ACC, in reviewing any application for approval, shall use commercially reasonable efforts to promote and ensure a high level of taste, design quality, aesthetic harmony, and conformity throughout the Property, consistent with the standards established by this Amended and Restated Declaration, the Design Guidelines and existing Residences.

(d) Design Guidelines/Building Standards. The ACC may, but is not required to, establish specific guidelines and building standards to assist Persons in determining the type of Structures that are Residences, which may be constructed on the Property. The ACC may amend or modify such guidelines or standards from time to time in its sole discretion. Such guidelines or standards shall supplement this Amended and Restated Declaration and are general guides to permitted construction within the Property, but shall not diminish the authority of the ACC to approve plans as otherwise herein provided.

(e) No Waiver of Future Approvals. Each Owner acknowledges that the members of the ACC may change from time to time and that the interpretation, application and enforcement of the Design Guidelines may vary accordingly. Approval of proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings or other matters subsequently or additionally submitted for approval.

(f) Right to Modify Specific Construction Provisions or Grant Variances. The ACC shall have the authority to modify specific construction provisions or grant variances with respect to the requirements contained in this Article 3 or the Design Guidelines when circumstances such as topography, natural obstructions, Lot configuration, hardship or aesthetic or environmental considerations require. No modification or variance shall be effective unless in writing or shall serve to stop the ACC from denying a request for modification or variance in other circumstances. The inability to obtain approval of any governmental agency, the issuance of any permit, the cost of compliance, or the term of any financing shall not be considered a hardship warranting a modification or a variance.

(g) Failure to Obtain Approval. The construction, repair, replacement, installation, or placements of any Structure or improvement of any type on a Lot without the prior written approval from the ACC shall constitute grounds for the imposition by the Board, after compliance with the notice provisions contained in Chapter 209 of the Texas Property Code, of a fine against the Owner of said Lot not to exceed Five Hundred and No/100 Dollars (\$500.00) per day. A fine levied under this Section shall be charged to the Owner's assessment account as a Special Individual Assessment payable upon demand and secured by the lien created in Article 6. All fines and/or penalties shall be permitted to be, at the discretion of the board, assessed as a one time basis and/or on a daily basis until remedied and shall be cumulative in nature as determined at the discretion of the Board and/or the ACC.

(h) Limitation of Liability. Review and approval of any submission or application pursuant to this Article 3 is made on the basis of aesthetic considerations only and not for engineering, structural design or quality of materials. Neither the Association, the Board, nor the ACC, including any of its respective members, shall be liable to any Person for any official act of the ACC in connection with submitted plans and specifications. Notwithstanding an approval by the ACC, neither the Association, the Board, nor the ACC shall be responsible or liable to any Person with respect to any loss, liability, claim or expense which may arise by reason of such approval. Neither the Association, the Board, nor the ACC shall be responsible in any way for any defects in any plans or specifications submitted, reviewed or approved in accordance with the

provisions of this Amended and Restated Declaration, nor for any structural or other defects in any work done according to such plans or specifications. No approval of any plans by either the ACC or the Board shall be construed to mean that the plans comply with any applicable law, building code, or governmental regulation, it being the responsibility of the Person submitting any plans to assure compliance with all applicable laws. Conversely, the issuance of a building permit or any approval from any governmental authority shall not, under any circumstance, constitute any evidence that construction of a Residence or a Structure complies with the terms and conditions contained in this Declaration or the Design Guidelines. The Board and members of the ACC shall have no liability for decisions made by them regarding the approval or disapproval of plans, so long as the decisions are made in good faith and are not discriminatory, arbitrary or capricious.

### **Section 3.4 Specific Construction Provisions.**

(a) **Setbacks** All Residences and other Structures shall be constructed in conformity with the setback requirements of the City and the building lines reflected on the Plat.

(b) **Structure Size and Type.** Each Residence shall have the minimum number of square feet in the enclosed air-conditioned area as set forth by the City in the applicable zoning ordinance. Each Residence on a Lot shall be of new construction and no mobile homes or manufactured housing shall be permitted on the Property.

(c) **Garage Requirements.** Each Residence shall have at least a two car attached garage constructed as a part thereof and a maximum number equal to twenty-five percent of the total number of lots shall be allowed to face the Street.

(d) **Drive/Walkway Requirements.** All driveways and sidewalks shall conform to applicable City and other governmental specifications and regulations.

(e) **Ancillary Structure Provisions.** All ancillary Structures (as described below) shall conform to the requirements of this Section:

(1) **Antennae/Satellite Dishes.** The erection, construction, placement or installation of an television, radio, or other electronic tower, serial, antenna, satellite dish or device of any type for the reception or transmission of radio or television broadcasts or for any means of communication upon a Lot or upon an improvement thereon is prohibited except as provided for herein. This prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision promulgated pursuant to the Telecommunications Act of 1996, as amended from time to time.

The ACC or the Board shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. All television antennas and other antennas and aerials shall be located inside the attic of the residence constructed on the Lot. Amateur radio towers and antennas (whether for reception or transmission) are specifically prohibited. No exterior television, radio or other antenna of any type shall be placed, allowed or maintained upon any Lot, Residence, or Structure without prior written approval and authorization of the ACC.

(2) Fences and Walls. All fences and walls (excluding retaining walls described in (6) below) shall comply with City requirements and otherwise have (A) a minimum height of at least six feet (6') constructed of wood and (B) a maximum height of eight feet (8'), and shall be located in an area and constructed of materials in accordance with the provisions therefore contained in the Design Guidelines. No fence or wall may be constructed, repaired, rebuilt, or relocated if it impedes or obstructs drainage. Prior written approval from the ACC is required for any construction, placement or repair of fences or walls on any Lot. To ensure uniformity, the height of fences on the interior of the Subdivision shall be 6' in height. All fences on the Property located on the outer edge or perimeter of the Subdivision shall be 8' in height. All new or replacement fencing installed from and after the date of the recording of this Amended and Restated Declaration shall comply with the following requirements: (i) all fencing shall be made of wood; (ii) shall be constructed using capped metal posts set in concrete; and (iii) shall comply with the height requirements set forth herein. All fencing must be perpendicular to the ground, and must be restored to such perpendicular installation if there is a 5% deviation. All fencing must be stained or sealed regularly to ensure structural integrity and aesthetics. Stain or sealant color shall be submitted to the ACC for approval prior to any application. Proportionate sharing of the costs associated with maintenance and/or replacement is encouraged. Nonetheless, if proportionate sharing cannot be agreed to between Owners, costs for maintenance and replacement shall be allocated according to the placement of the posts on the property. The Owner of the Lot upon which the post has been installed shall be responsible for the costs to maintain and repair the fence.

(3) Outbuildings. Outbuildings or storage sheds are allowed upon a Lot but must receive prior written approval from the ACC. In addition to any further requirements for the construction, installation and location of outbuildings or storage sheds contained in the Design Guidelines, the following restrictions shall apply: (i) must be screened from view on all sides; (ii) maximum height allowed is eight feet (8'0") but only so long as the outbuilding or storage shed is

not visible above the fence line from the Street or the ground floor of any adjoining Lot; and (iii) the location must be specifically approved in writing by the ACC. Any deviation from these restrictions not approved by the ACC will be just cause for the removal of the outbuilding or storage shed from the Lot. Furthermore, the construction materials and design of an outbuilding must be match the Residence in all instances, i.e., brick, stone and roofing materials. Any outbuilding shall comply with all city codes and shall conform to all easement requirements. In addition, each and every outbuilding must be maintained pursuant to the same standards established for the maintenance of the Residence and/or property as set forth herein and as may be amended from time to time.

(4) **Trash Containers.** All trash containers shall be screened from view from Streets. All Structures used to screen trash containers from view must be approved in writing by the ACC prior to installation.

(5) **Hedges/Flowerbeds.** Hedges shall be maintained at a height that is in conformity with the height of fences and walls. No hedge shall be maintained in a manner that obstructs any sidewalk or the visibility at intersections of Streets and/or alleys. No wooden materials shall be permitted to be used as trim and/or edging. Any stone and/or brick edging, trim and/or decoration shall be maintained so that any cracks or other blemishes shall not be visible from the Street. The installation of such trim or edging must be submitted to the ACC for review and approval prior to its implementation. Under no circumstances shall plastic or artificial plants, shrubs, turf or trees be permitted on the front or side yards of a Lot. This prohibition shall not apply to holiday or seasonal decoration.

(6) **Retaining Walls.** Retaining walls require prior written approval by the ACC to ensure conformity with the requirements contained in the Design Guidelines with respect to location, construction, and materials. Retaining walls shall be constructed of stone or masonry materials unless the ACC has otherwise provided prior written approval. Under no circumstances shall the ACC be permitted to approve construction using railroad ties. If the retaining wall is structural in nature and requires replacement and/or repairs, the design of such wall must be prepared by and approved by a licensed professional engineer.

(7) **Mailboxes.** Mailboxes shall be of a design and constructed of materials approved by the ACC and shall conform to the United States Postal Service regulation and the Design Guidelines. Mailbox posts, housings, or installations must be perpendicular to the ground and must be restored to such perpendicular installation if there is a 5% deviation. Further, mailboxes must be maintained so as any defects, cracks and/or other blemishes cannot be seen from

10 feet away. Any replacement mailboxes must be of similar design to the one being replaced and must be made of masonry or stone material to match home.

(8) Tennis Court/Swimming Pool/Recreational Facilities. A tennis court, swimming pool and/or recreational facilities may be constructed within any Lot provided the plans therefore are approved by the ACC prior to commencement of construction to ensure compliance with the requirements contained in the Design Guidelines with respect to location and screening. Above ground pools are prohibited. Basketball goals shall be permitted but must be portable and in no event may a basketball goal or backboard be attached to or mounted on any portion of a Residence. Portable goals shall not be weighed down on the base with foreign objects. Any and all basketball goals must be approved by the ACC prior to being placed on the property. The basketball goal, during use, shall be placed as to be no closer than 20' from the Street. Basketball goals and/or any other sports or recreational equipment should be maintained to preserve aesthetics of the neighborhood. Goals which are no longer being used shall be removed from the front of the Lot so as to not be seen from the Street. Sport courts shall be permitted with approval by the ACC. Lighting for such courts must be approved by the ACC and must be of the nature as to not disturb the neighboring property owners.

(9) Signage. No signage may be maintained on any Lot or in the Common Area other than: (A) signs which do not exceed 6 sq. ft., of tasteful design which advertise a Lot or Residence for sale or rent, (B) political signage related to a public elections, which shall be allowed so long as these strictly comply with the conditions set forth in the Design Guidelines and as provided in Section 202.009 of the Texas Property Code, as amended, or any successor statute as to number, location, and time periods when such signs are allowed prior to the election and when such signs must be removed after the election, (C) spirit signs (announcing the involvement of children in athletics or school programs), which shall only be allowed if provided for and in strict compliance with the Design Guidelines, and (D) signs displaying the name of a security company, which shall be permitted provided that such signs (i) are tastefully designed and do not exceed 2 sq. ft. in size, (ii) are ground mounted, and (iii) are limited to one (1) in the front yard and one (1) in the rear yard of each Lot. All signs must be professionally produced and manufactured. No sign(s) of any kind or character, including any signs (A) in the nature of a "protest" or complaint against the Subdivision, any Person or entity, (B) that describe, malign or refer to the reputation, character or building practices of the Subdivision, any Person or entity, and/or (C) discourage or otherwise impact or attempt to impact anyone's decision to acquire a Lot or Residence in the Subdivision from any Person or entity, shall be displayed to the Streets or

otherwise to the public view on any Lot, Residence, Structure or Common Area. Each Owner hereby grants permission to the ACC (or its duly authorized agents) to enter upon the exterior portion of a Lot and remove any sign, billboard or advertising structure that does not comply with the above requirements and, in doing so shall not be subject to any liability to any Person whatsoever for trespass, conversion, or any claim for damages in connection with such removal. The ACC's cost to remove any sign(s) shall be added to the Owner's assessment account as a Special Individual Assessment, be payable upon demand and secured by the lien created in Article 6. No Person shall engage in any picketing on any Lot, easement, right-of-way or Common Area within or adjacent to the Property, nor shall any Vehicle parked, stored or driven in or adjacent to the Property bear or display any signs, slogans, symbols, words or decorations intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy or permitted business activity of any Owner or the Association.

(10) Screening of Structures in Public View. The Owners and Occupants of any Lot shall construct a suitable enclosure, as approved by the ACC, to screen from public view equipment or Structures incidental to residential use, yard equipment, lawn furniture, outbuildings, pool filtration or composting equipment and stored materials.

**Section 3.5 Construction Materials.** All construction materials shall conform to the following provisions:

(a) Exterior Materials. All exterior construction materials, including paint color, shall be subject to approval by the ACC in accordance with the provisions therefore contained herein and in the Design Guidelines as to aesthetic appearance and shall conform to any and all City ordinances and, above all else, shall maintain consistency with surrounding Residences or Structures.

(b) Roof Materials. Shingles for roofs and sheds are allowed but only if these have a warranty of 30 years or greater. Color of shingles to be earth tones or similar color. All roofing materials must be fireproof and conform to City requirements, and are subject to ACC approval.

(c) Window Tint or Solar Screens. The use of window tint and solar screens are permitted provided that the tint or screens are used on the entire façade or elevation of the Residence. In addition, any solar screens must match in design the general grid or division of the existing window and its panes. All screens and/or tint must be submitted to the ACC for review and approval prior to installation.

(d) **Burglar Bars.** Burglar Bars of any kind shall not be permitted.

(e) **Solar Collectors.** - No solar collector shall be installed without the prior written approval of the ACC. Such installation shall be in harmony with the design of the Residence. Solar collectors shall be installed in a location not visible from the Street in front of the Residence.

(f) **Wind Generators.** - No wind generator shall be erected or maintained on any Lot if said wind generator is visible from any other Lot or Street.

**Section 3.6 Height Restrictions.** All Structures shall conform to the height restrictions of the City.

**Section 3.7 Roof Restrictions.** All roofs shall have at least an 8:12 pitch on the main structure and at least an 8:12 pitch on garage structures unless otherwise approved by the ACC.

**Section 3.8 Construction Period and Process.** Construction of any Residence shall be pursued with all due diligence and, in any event, shall be completed within nine (9) months after commencement. Construction of any other Structure shall be completed within the time periods specified in the plan approval process. All areas under construction shall be maintained in a clean, safe condition, and debris, trash, and rubble shall be stored in appropriate containers and promptly removed from the Property.

**Section 3.9 Landscaping.** All Lots shall be appropriately landscaped, including planting of grass and other plants in conformity with the Design Guidelines and other improvements on the Property. In addition to complying with City requirements, all Lots with Structures shall include at least one (1) 2 ½" caliper tree(s) in the area of the Lot between the front property line and the front building line. "Zero-scape" or lawns without grass (such as a rock lawn or artificial turf of any kind) on the front of a Lot are not permitted.

#### ARTICLE 4

##### MAINTENANCE PROVISIONS

**Section 4.1 Owner's Obligation to Maintain.** Each Owner shall maintain its Lot and the Residence and other Structures thereon in a clean, first class condition. Each Owner shall regularly mow grass and maintain the landscaping on its Lot in good condition at all times. All lawns and vegetation shall be maintained so as to keep all plants, grass, shrubs, flowers, etc., alive. In the event any of the above dies, the Owner shall be required to remove and/or replace same to ensure neighborhood aesthetics. Each Owner shall maintain the exterior of all Residences and Structures in good condition and shall make such repairs and replacements as necessary to maintain good order and

the aesthetic harmony of the Property. Any and all maintenance shall be performed using like colors and like materials. All exterior finishes shall be maintained so as any cracks, defects or other blemishes are not visible from the Street. Replacement and/or repair of any materials used on the exterior of the home must be approved by the ACC or Board prior to implementation. The use of vinyl siding, aluminum siding or hardy plank is prohibited unless it is approved by the ACC.

**Section 4.2 Damaged Improvements.** If any Residence or Structure is damaged in any way, the Owner shall immediately repair such damage or, in the case of substantial damage and the Owner does not wish to rebuild, Owner must raze the damaged Structure or Residence and remove the same and leave the surface of the Lot in good order. If the Residence or Structure is damaged by fire or natural disaster, reconstruction and/or repair of the Residence shall performed using like kind materials and shall be in conformity with the neighborhood construction standards. All such repairs and/or reconstruction shall be submitted to the ACC for review and approval prior to the implementation of same.

**Section 4.3 Association Right to Perform.** If any Owner fails to maintain the condition of its Lot, the landscaping thereon, including the prompt removal of damaged or deceased trees and shrubs, or the Residence or other Structures thereon as contemplated by this Article 4, and fails to take action to correct such defect within ten (10) days after the Association has furnished written notice thereof to such Owner, then the Owner of such Lot hereby grants permission to the Association (or its duly authorized agents) to enter upon such Lot and perform those duties which the Owner failed to perform without liability whatsoever to such Owner or any Person for trespass, conversion, or any claim for damages. The cost of performing such duties shall be added to the Owner's assessment account as a Special Individual Assessment, be payable upon demand, and shall be secured by the lien provided for in Article 6.

**Section 4.4 Easement for Maintenance.** Each Owner grants to the Association and the Board the right to access, repair, and maintain all facilities and improvements within any wall, entry, fence, landscape, or other similar easement as recorded on any Plat, especially, without limitation, to the following Lots: Block 1, Lots 1 and 33; Block 2, Lots 1 and 26; Block 1, Lots 14, 15, 19, 20. By acquisition of a Lot, each Owner hereby grants, creates and conveys unto the Association, the other adjacent Owners a perpetual Drainage Easement (herein so called) over, through, under and across the Owner's Lot for the purpose of permitting runoff and/or storm water to drain from other adjacent Lots over, through, under and across the Owner's Lot(s). Without limiting the foregoing, in order to facilitate drainage from the Property subject to this Amended and Restated Declaration over, through under and across the Owner's Lot, each Owner hereby agrees that the Association shall have the-right to enter onto the Owner's Lot at any time to (i) prevent possible interference with the Drainage Easement and to remove possible hazards from the Drainage Easement area, (ii) prevent the construction or placement of

any building, structure or other obstruction within the Drainage Easement area which may endanger or interfere with the efficient and convenient use of the Drainage Easement, (iii) grade, improve, construct, reconstruct, repair and perpetually maintain swales within the Drainage Easement area, and (iv) or re-grade portions of the Drainage Easement area necessary or appropriate to permit drainage as generally described herein or as approved or required by appropriate governmental authorities especially and without limitation to, the following Lots: Block 1, Lots 14,15,19 and 20. If any structures or other obstructions are constructed created or placed by any Owner within the Drainage Easement area without the prior written consent of the Board, the Association shall have the right to remove such structure or obstruction at the sole cost of such Owner. The cost of performing such removal shall be added to the Owner's assessment account as a Special Individual Assessment, be payable upon demand, and shall be secured by the lien provided for in Article 6. Upon the recordation of this Amended and Restated Declaration, the Association hereby assumes responsibility for the Drainage Easement on Block 1, lots 14, 15, 19 and 20 as set forth on the Plat but to the extent the same is not maintained by the City as provided in the Plat.

## ARTICLE 5

### OWNERS' ASSOCIATION

**Section 5.1 Establishment.** The Association has heretofore been created as a Texas nonprofit corporation. Each Owner of a Lot shall be a member ("Member") of the Association and such membership is appurtenant to and shall not be separated from ownership of a Lot. Upon the transfer of a Lot, the new Owner shall automatically become a member of the Association. The term of existence of the Association and other matters pertaining to its operation are set forth in its Articles of Incorporation and the Bylaws. The Association is established to enforce this Amended and Restated Declaration to promote the interests of the Owners as residents of the Property, and to enhance the value of the Lots as a part of harmonious, high quality, residential subdivision.

**Section 5.2 Voting Power.** All Owners shall be entitled 1 one vote for each Lot owned. If more than one person owns an interest in a Lot, they shall combine their vote in such way as they see fit, but there shall be no fractional votes, and no more than one vote with respect to any Lot.

(a) **Board of Directors Election.** The Board shall be elected as provided in the Articles of Incorporation and Bylaws of the Association. The Board shall act by majority vote as provided in the Bylaws.

(b) **Specific Powers of Board.** Without limiting the authority granted to a board of directors under the Texas Non-Profit Corporation Act, the Board shall have the following specific powers on behalf of the Association:

- (1) to enforce the provisions of this Amended and Restated Declaration;
- (2) to enter into contracts;
- (3) to retain third parties, as necessary, to assist the Board in carrying out the Association's activities, including engineers, accountants, lawyers, architects, land planners, professional management, and other consultants;
- (4) to take such action as necessary to maintain the Common Area in good order and condition;
- (5) to acquire property, services and materials to carry out its duties;
- (6) to purchase insurance covering potential liability for use of the Common Area and for other risks;
- (7) to borrow money for Association purposes;
- (8) to initiate and defend litigation, arbitration and other similar proceedings;
- (9) to promulgate reasonable rules and regulations for access to and use of Common Areas as well as a policy establishing a schedule and procedures by which the Board may assess fines against Owners for violations of this Amended and Restated or the Design Guidelines;
- (10) to establish and collect reasonable fees for the use of any recreational facilities on the Common Area, and
- (11) to establish and collect a reasonable fee for copying and furnishing copies of the Association's governing documents and furnishing a Resale Certificate as required by law. This function and the authority to collect and receive such fees may be delegated or assigned by the Board to the Association Managing Agent.

**Section 5.3 Officers.** The Association will have such officers as are set forth in the Bylaws of the Association.

**Section 5.4 Dissolution.** The Association may be dissolved upon the written consent of Owners owning at least seventy-five percent (75%) of the Lots. Upon such dissolution, the assets of the Association shall be donated to a nonprofit organization with purposes similar to the Association and selected by majority of the Board. In the event of dissolution of the Association, each Owner shall become proportionately liable (1/59<sup>th</sup>) for the costs of repair and maintenance for the Common Area within the Subdivision. This liability shall extend to but not be limited to the Streets, sewer systems, Street lights, entry gates, easements and other Common Area.

## ARTICLE 6

### ASSESSMENTS

**Section 6.1 Power to Establish Assessments.** Each Owner of a Lot, by acceptance of a deed therefore whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association all such Assessments as are levied pursuant to the terms of this Declaration. The Association, by and through the Board, is empowered to establish and collect Assessments as provided in this Article 6 for the purpose of obtaining funds to maintain the Common Area, perform its other duties, and otherwise preserve and further the operation of the Property as a first quality residential subdivision. The purposes for which Assessments may be used include, without limitation, maintaining, operating managing, repairing, replacing or improving the Common Area or any improvements thereon; mowing grass and maintaining grades and signs; paying legal fees and expenses incurred in enforcing this Amended and Restated Declaration; paying expenses incurred in collecting and administering assessments; paying insurance premiums for liability and fidelity coverage for the ACC, the Board and the Association; and satisfying any indemnity obligation under the Articles of Incorporation or Bylaws of the Association. The Board may reject partial payments and demand payment in full of all amounts due and owing the Association. The Board is specifically authorized to establish a policy governing how payments are to be applied.

### **Section 6.2 Regular Annual Maintenance Assessments.**

(a) **Annual Budget** For each calendar year or a part thereof during the term of this Amended and Restated Declaration, the Board shall establish an estimated budget of the expenses to be incurred by the Association for the forthcoming year in performing its duties. Based upon such budget, the Association shall then assess each Lot. An annual fee (the "**Maintenance Assessment**") which shall be paid by each Owner in advance as follows: quarterly on the first day of each January, April, July and October, unless the Board determines a different schedule. The Association shall notify each Owner of the Maintenance Assessment for the ensuing year by December 15 of the preceding year, but failure to give such notice shall not relieve any Owner from its obligation to pay Maintenance Assessments. Any Maintenance Assessment not paid within thirty (30) days of the date due shall be delinquent and shall thereafter bear interest as provided in Section 6.6(f). As to any partial year, Maintenance Assessments on any Lot shall be appropriately prorated.

(b) **Limits on Maintenance Assessments.** The current Maintenance Assessment for each Lot shall be Seven Hundred Twenty and no/100 Dollars (\$720.00) per year. The Board may increase the Maintenance Assessment annually to meet the

anticipated needs of the appropriate budget, but the Maintenance Assessment may not be increased in any year by an amount in excess of twenty percent (20%) above the previous year's Maintenance Assessment, unless such increase is approved by a majority vote of those Members of the Association present at a meeting, in person or by proxy, where a quorum exists.

(c) Uniform Assessments. Maintenance Assessments for all Lots shall be uniform.

**Section 6.3 Special Assessments**. The Association may impose special assessments ("Special Assessments") to make capital improvements to the Common Area, to satisfy its indemnity obligations under the Articles of Incorporation or Bylaws of the Association, or for other similar purposes. Any Special Assessment proposed by the Association must be approved by majority vote of those Members of the Association present at a meeting, in person or by proxy, at which a quorum exists. At least fifteen (15) days prior to any meeting of the Association called to consider any Special Assessment, the Board shall notify each Owner thereof by written notice specifying the total amount of the Special Assessment required, the amount thereof imposed on each Lot (which shall be uniform), the purpose for such Special Assessment, and the time and method of payment thereof. The time for paying any Special Assessment (which may be in installments) shall be specified in the approved proposal therefore.

**Section 6.4 Special Individual Assessments**. The Board shall have the power to levy special individual assessments ("Special Individual Assessments") against a particular Lot as follows:

(a) To cover costs incurred in bringing the Lot into compliance with the terms of this Amended and Restated Declaration, the Bylaws, the Design Guidelines or rules of the Association, or costs incurred as a consequence of the conduct of the Owner or Occupant of the Lot, their licensees, invitees or guests;

(b) For fines levied pursuant to this Amended and Restated Declaration and the Bylaws of the Association;

(c) For any other costs or expenses specifically authorized by this Amended and Restated Declaration to be levied against particular Lot; and

(d) Any cost or expense, including reasonable and necessary attorneys' fees, incurred by the Association in enforcing the terms of this Amended and Restated Declaration, the Design Guidelines or any rules and regulations of the Association.

Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with

respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section.

#### **Section 6.5 Application of payments.**

In an effort to encourage full payment of amounts owed to the Association, and to prohibit delinquent amounts from carrying over to repetitive assessment billing periods, payments received by the Association and/or its designated representative shall be applied in the following order:

- 1) Special Individual Assessments including fines;
- 2) Legal/ Attorney's Fees;
- 3) Late Fees (in addition to any costs associated with collection) of \$25.00 per month;
- 4) Accrued Interest (if applicable) at 18% per annum;
- 5) Special Assessments;
- 6) All other Assessments.

The receipt of any partial payment shall be applied in the order set forth above until the account is brought current and will result in the initiation of collection procedures and the Owners account shall be billed and/assessed accordingly.

An Owner shall be entitled to request of the Board a one time waiver of late fees at any time.

Legal fees associated with the collection of Assessments shall not be waived under any circumstances.

#### **Section 6.6 Liability for and Enforcement of Assessments.**

(a) **Personal Liability.** Each Owner shall be personally liable for all Assessments imposed during this time it owns a Lot.

(b) **Reservation, Subordination, and Enforcement of Assessment Lien.** By virtue of the recording of the Original Declaration, a lien (the "Assessment Lien") was created and reserved in favor of the Association against each Lot to secure payment of the Assessments imposed hereunder. Each Owner, by accepting conveyance of a Lot, shall be deemed to have agreed to the creation and reservation of the Assessment Lien. The Assessment Lien shall be subordinate to the liens of any valid first lien mortgage or deed of trust encumbering a particular Lot. Sale, or transfer of any lot shall not affect the Assessment Lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage or deed of trust (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall only extinguish the Assessment Lien as

to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from the obligation to pay Assessments that become due after such sale or transfer or the Assessment Lien securing the payment thereof. The Assessment Lien may be non-judicially foreclosed by power of sale in accordance with the provisions of Section 51.002 of the Texas Property Code (or any successor provision) or may be enforced judicially. Each Owner, by accepting conveyance of a Lot, expressly grants the Association a private power of sale in connection with the foreclosure of the Assessment Lien. The Board is empowered to appoint a trustee, who may be a member of the Board, to exercise the powers of the Association to non-judicially foreclose the Assessments Lien in the manner provided for in Section 51.001 of the Texas Property Code (or any successor statute). The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(c) Notices of Delinquency or Payment. The Association or the Association's attorney may file notice of any delinquency in payment of any Assessment in the Official Records of Tarrant County, Texas. Upon the timely curing of any default for which a notice was recorded by the Association, the Association through its attorney is hereby authorized to file of record a release of such notice upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed the actual cost of preparing and filing a release. Upon request of any Owner, any title company on behalf of such Owner or any Owner's mortgagee, the Board through its agents may also issue certificates evidencing the status of payments of Assessments as to any particular Lot (i.e., whether they are current or delinquent and if delinquent, the amount thereof). The Association or its Managing Agent may impose a reasonable fee for furnishing such certificates or statements.

(d) Suit to Recover. The Association may file suit to recover any unpaid Assessment and in addition to collecting such Assessment and interest thereon, may also recover all expenses reasonably expended in enforcing such obligation, including reasonable attorneys' fees and court costs.

(e) Late Charges and Collection Fees. If any Assessment or any part thereof remains unpaid after thirty (30) calendar days from and after the due date established by the Board, a late charge shall be assessed against the non-paying Owner for each month or any part thereof, that any portion of any Assessment remains unpaid. Should any Assessment be payable in installments, the Association is authorized to accelerate the entire Assessment and demand immediate payment thereof. The late charge shall be in the amount of Twenty-five and No/100 Dollars (\$25.00) per month. The Association's Managing Agent shall be entitled to charge an Owner a monthly collection fee to compensate Managing Agent for its administrative costs and efforts to collect and process the late payment of Assessments. A service charge in

the amount of Twenty and No/100 Dollars (\$20.00) shall be charged for each check that is returned because of insufficient funds or any other reason. The amount of late charges and service charges may be adjusted, from time to time, by the Board consistent with any changes in the administrative costs to collect unpaid Assessments or the Association's bank charges. All late charges, collection fees, service charges and attorneys' fee assessed or incurred due to late payment of Assessments shall be charged to an Owner's Assessment account which shall be part of the delinquent Assessment and shall be payable and secured in the same manner as herein provided with regard to Assessments.

(f) Interest on Past Due Amounts. All Assessments past due more than thirty (30) days and other amounts owed to the Association by any Owner which are not paid when due shall bear interest from the date due until paid at the rate of eighteen percent (18%) per annum, but not in excess of the maximum rate allowed by applicable law.

(g) Suspension of Right to Use Common Area. In addition to the other powers herein granted, the Board may suspend the right of Owner to use any of the Common Area during the time that such Owner is delinquent in paying any Assessment. This suspension shall not include the use of the Streets.

(h) Eligibility and Suspension of Voting Rights. If an Owner is involved in litigation with the Association as to a conflict of interpretation of this Amended and Restated Declaration, the rules and regulations promulgated by the Board, the Bylaws of the Association and/or the amount of delinquent assessments, the Owner is not a Member in good standing. Furthermore, to be in good standing with the Association, the Member must have all assessments of every type and category paid up to date, have no outstanding financial obligations to the Association that are delinquent and shall have no current, uncured violations of or against the Amended and Restated Declaration, the Design Guidelines or ACC requirements on one or more Lots within the Subdivision. Eligibility to vote, to participate in any Association meetings or activities, or to serve as a representative, director or officer of the Association shall be predicated upon being a Member in good standing with the Association. Voting rights shall in no circumstance be suspended if the violation pertains to the failure to control weeds on a Lot or for any unpaid balance of less than \$50.00. An Owner may only cure a delinquency at a meeting to regain the right to vote by paying all outstanding amounts (including interest, fines, and penalties) by cashier's or certified check or other good funds acceptable to the Board.

(i) Working Capital Contributions. Upon acquisition of record title to a Lot by any Owner, the buyer shall make a contribution to the working capital of the Association in an amount equivalent to 1/2 of the annual Maintenance Assessment. This amount is not

refundable, shall be in addition to, not in lieu of, the Maintenance Assessment levied on each Lot and shall not be considered advance payment of any portion thereof. This amount shall be used by the Association to defray operating and other expenses of the Association.

(j) Transfer Fees and Fees for Issuance of Resale Certificates. The Board may, at its sole discretion, enter into contracts with third parties to oversee the daily operation and management of the Association. These third parties may, and probably will, have fees, which will be charged to an Owner for the transfer of a significant estate or fee simple title to a Lot and the issuance of a Resale Certificate. The Association or its agent shall not be required to issue a Resale Certificate until payment for the cost thereof has been received by the Association or its agent. Transfer fees and fees for the issuance of a Resale Certificate are not refundable and may not be regarded as a prepayment of or credit against any other Assessments, and are in addition to the Working Capital Contribution in Section 6.6(i) above. This Section does not obligate the Board or any third party to levy such fees.

## ARTICLE 7

### COMMON AREA

**Section 7.1 Right to Use Common Areas.** Each Owner, the members of that Owner's immediate family, and the Owner's guests (provided guests are accompanied by an Owner) shall have the right to use the Common Area for its intended purposes as herein provided. The Association shall have the right to enter on and use the Common Areas at all times to exercise its rights or perform its duties hereunder.

**Section 7.2 Maintenance of Common Areas and Private Streets.** The Association shall be solely responsible for all maintenance, repair, replacement, and improvement of the Common Areas, Streets, Screening walls and Electronic Gates utilizing the Assessments for such purposes as herein provided.

**Section 7.3 Risk of Loss - Use of Common Areas.** Each Owner shall be individually responsible and assume all risk of loss associated with its use of the Common Area and use by its family members and guests. Neither the Association nor its officers, directors, agents or representatives shall have any liability to any Owner or their family members or guests, or to any other Person arising out of or in connection with the use, in any manner whatsoever, of the Common Area or any improvement; comprising a part thereof from time to time.

## ARTICLE 8

### SPECIFIC RIGHTS

**Section 8.1 Specific Rights to Amend Declaration.** The Board may amend this Declaration to correct any errors or to cause this Amended and Restated Declaration to be in compliance with any City or other governmental requirement (including any requirements imposed by the Federal Housing Administration, the Veterans Administration, the Department of Housing and Urban Affairs, the Federal Home Loan Mortgage Corporation, or the Government National Mortgage Association).

**Section 8.2 Spending Limitations for the Board.** The Board of Directors and/or its assigns shall not, under any circumstances be authorized to spend, pledge and/or commit community assets, cash and/or any other thing of value in excess of \$50,000.00 without first calling a general meeting and getting the approval from Members representing at least 70% of the Lots. This prohibition shall not apply to any replacement, maintenance and/or repair of any existing amenity, Common Area, easements, Streets, Street lights, sewer system, gates and/or walls and fences. This section shall not be amended, waived and/or deleted pursuant to any provision in the Bylaws of the Association as they exist now or in the future and shall only be waived, amended and/or deleted as part of an amendment to this Amended and Restated Declaration.

## ARTICLE 9

### MISCELLANEOUS PROVISIONS

**Section 9.1 Term and Renewal.** This Amended and Restated Declaration shall commence on the date the same is filed of record with the office of the Tarrant County Clerk and shall continue in effect for a period of thirty (30) years. Thereafter this Amended and Restated Declaration shall automatically renew for subsequent periods of ten (10) years each unless Owners owning at least seventy percent (70%) of the Lots elect to terminate this Amended and Restated Declaration by written instrument signed and acknowledged by such Owners and recorded in the Official Records of Tarrant County, Texas.

**Section 9.2 Enforcement.** The terms, provisions and conditions of this Amended and Restated Declaration and the Design Guidelines shall be enforceable by the Board, the ACC, the Association, and each Owner. The Board shall have the power and authority to impose reasonable fines (which shall not exceed \$500.00 per day for each separate violation) for violation of this Amended and Restated Declaration, the Design Guidelines or any rule or regulation of the Association, which shall constitute a lien upon the Lot of the violating Owner as provided in the Amended and Restated

Declaration, and to suspend the Owner's right to vote or any Person's right use of the Common Area. Each day the violation continues to exist shall constitute a separate violation. If any Occupant, guest, or invitee of a Lot violates the Amended and Restated Declaration, the Design Guidelines or a rule or regulation of the Association and fine is imposed, the fine shall first be assessed against such Occupant, guest, or invitee; provided, however, if such Occupant, guest, or invitee does not pay the fine within thirty (30) days after written demand for payment from the Association, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Amended and Restated Declaration, the Design Guidelines or any rule or regulation of the Association shall not operate as waiver of the right of the Board to do so thereafter.

**Section 9.3 Easement for Encroachments, Access, Maintenance and Utilities** Each Owner grants to the Association, the Board, and the other Owners a general easement for the maintenance of any minor encroachments of Common Area facilities over adjoining Lots and for access to and from each Owner's Lot through driveways, rights of way and easements as reflected on the Plat for the purpose of giving effect to the provisions of this Amended and Restated Declaration.

**Section 9.4 Amendment of Amended and Restated Declaration**. This Amended and Restated Declaration may be amended at any time and in any respect with the approval of Owners representing at least seventy percent (70%) of the Lots

**Section 9.5 City Provisions**. All construction within the Property shall also comply with all applicable City ordinances and regulations. If any ordinance or regulation imposed by the City imposes more demanding, extensive or restrictive requirements than those set forth in this Amended and Restated Declaration, such requirements shall govern. No ordinance or regulations adopted by the City shall lessen the requirements set forth in this Amended and Restated Declaration.

**Section 9.6 HUD Approval**. Should any approval from HUD be required under the terms of this Amended and Restated Declaration or by law, the Board shall forward such request for approval to HUD. If HUD fails to notify the Board of any objection to the request for approval within twenty (20) days of the date such request for approval was forwarded to HUD, then such approval shall be deemed to have been granted.

**Section 9.7 Notices**. Any notice required to be given to any Owner under the terms of this Amended and Restated Declaration shall be deemed to have been properly delivered when deposited with the United States Postal Service, postage prepaid, properly addressed to the addressee. Each Lot Owner's address for purpose of notice hereunder shall be deemed to be the Residence located on its Lot.

**Section 9.8 Indemnification**. Neither the Association, nor any Member of the ACC shall be liable to any Person, Owner or any person claiming by or through any

Owner or otherwise for any act or omission in the performance of the duties of the Association, or member of the ACC except only if such act or omission should be judicially declared to constitute fraud or intentional willful misconduct. The Association shall and does hereby agree to indemnify the officers, directors and agents of the Association, and the members of the ACC against all claims, demands, actions and proceedings and all expenses in connection therewith arising from the good faith exercise of their duties pursuant to this Amended and Restated Declaration.

**Section 9.9 Severability.** If any of the terms hereof or any supplement or amendment hereto is found to be invalid by a court of competent jurisdiction, then such invalidity shall not affect the other provisions of this Amended and Restated Declaration which shall be in full force and effect and shall be interpreted to be as restrictive as possible to preserve as much of the original provisions as allowed by law.

**Section 9.10 Acceptance by Owners of Rights and Obligations.** By the recording of a deed or of the conveyance transferring all or part of an interest in a Lot subject to this Amended and Restated Declaration, the person or entity to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all the provisions of the Amended and Restated Declaration, the Design Guidelines, the articles and Bylaws of the Association, including any rules or regulations adopted or promulgated by the Association, whether or not mention thereof is made in said deed.

**Section 9.11 Arbitration of Disputes Involving the Association.**

(a) ANY AND ALL DISPUTES ARISING BETWEEN AN OWNER AND THE ASSOCIATION REGARDING THE COLLECTION OR PAYMENT OF ASSESSMENTS OR ANY CHARGES IMPOSED PURSUANT TO THIS AMENDED AND RESTATED DECLARATION, WITH THE SPECIFIC EXCLUSION OF FINES LEVIED PURSUANT TO SECTION 6.4 (b), ARE NOT SUBJECT TO ARBITRATION.

ALL OTHER DISPUTES ARISING HEREUNDER BETWEEN AN OWNER AND THE ASSOCIATION, INCLUDING THE LEVYING OF FINES PURSUANT TO SECTION 6.4 (b) HEREOF, SHALL BE SUBMITTED TO BINDING ARBITRATION AND NOT TO A COURT FOR DETERMINATION. ARBITRATION SHALL COMMENCE AFTER WRITTEN NOTICE IS GIVEN FROM EITHER PARTY TO THE OTHER. SUCH ARBITRATION SHALL BE ACCOMPLISHED EXPEDITIOUSLY IN TARRANT COUNTY AND SHALL BE CONDUCTED IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") THE ARBITRATION SHALL BE CONDUCTED BY THREE (3) ARBITRATORS, ONE OF WHOM SHALL BE APPOINTED BY THE OWNER AND ONE OF WHOM SHALL BE APPOINTED BY THE ASSOCIATION. THE THIRD ARBITRATOR SHALL BE APPOINTED BY THE FIRST TWO ARBITRATORS. THE ARBITRATORS SHALL BE SELECTED FROM A LIST OF ARBITRATOR SUBMITTED BY THE AAA. A JUDGMENT UPON THE

AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ARBITRATION SHALL NOT COMMENCE UNTIL THE PARTY REQUESTING IT HAS DEPOSITED AT LEAST ONE THOUSAND FIVE HUNDRED AND NO/100 US DOLLARS (\$1,500.00) WITH THE AAA AS A RETAINER FOR THE ARBITRATORS' FEES AND COSTS AS REQUIRED BY THE AAA. THE PARTY REQUESTING ARBITRATION SHALL ADVANCE SUCH SUMS AS ARE REQUIRED FROM TIME TO TIME BY THE AAA TO PAY THE ARBITRATORS' FEES AND COSTS, UNTIL THE PREVAILING PARTY IS DETERMINED OR THE PARTIES HAVE AGREED IN WRITING TO AN ALTERNATIVE ALLOCATION OF FEES AND COSTS. WITH RESPECT TO ANY DISPUTE SUBMITTED FOR ARBITRATION, THE FIRST \$2,500.00 IN ATTORNEY'S FEES INCURRED BY A PARTY WILL NOT, EXCEPT FOR THE CIRCUMSTANCES DESCRIBED BELOW, BE SUBJECT TO RECOVERY OR AN AWARD FOLLOWING ARBITRATION. ANY FEES INCURRED IN CONNECTION WITH A DISPUTE SUBMITTED TO ARBITRATION IN EXCESS OF \$2,500.00 SHALL BE SUBJECT TO AN AWARD TO THE PREVAILING PARTY FOLLOWING THE ARBITRATION. NOTWITHSTANDING THE ABOVE, IN THE EVENT THE ARBITRATION PANEL DETERMINES THAT THE SUIT AND/OR COMPLAINT IS FRIVOLOUS, THE INITIAL \$2,500.00 IN ATTORNEY'S FEES MAY BE AWARDED.

(b) Other Dispute Resolutions. Notwithstanding the Association's' and Owner's intent to submit any controversy or claim arising out of or relating to this Declaration to arbitration, in the event that a court of competent jurisdiction shall determine or a relevant law shall provide that a particular dispute is not subject to the arbitration provisions in this Section, then the parties agree to the following provisions:

(c) Waiver of Trial by Jury. EACH OWNER ACKNOWLEDGES THAT THIS AMENDED AND RESTATED DECLARATION IS A SOPHISTICATED LEGAL DOCUMENT. ACCORDINGLY, JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DECLARATION ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. EACH OWNER AGREES THAT ANY CLAIM, DEMAND, ACTION, OR CAUSE OR ACTION, WITH RESPECT TO ANY ACTION PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS-CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS DECLARATION, ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY.

**Section 9.12 Notice of Sale, Lease or Acquisition.** In the event an Owner sells or leases such-Owner's Lot the Owner shall give to the Association, in writing, within thirty (30) days of the effective date of such sale or lease, the name of the purchaser and lessee of the Lot. In the event of a lease, Owner will provide the Association their new address, phone number and other contact information together with an address, phone number and contact information of any property management person/company, if any. Upon acquisition of a Lot, each, new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the Board may reasonably require. This requirement also applies to all Persons acquiring title to a Lot at a foreclosure sale.

**Section 9.13 Occupants Bound.** All provisions of the Amended and Restated Declaration, the Design Guidelines and of any rule promulgated by the Board which governs the conduct of Owners within the Property and provide for sanctions against Owners shall also apply to all Occupants, guests and invitees of any Lot. Any lease on any Lot shall be deemed to provide that the lessee and all Occupants of the leased Lot shall be bound by the terms of this Amended and Restated Declaration, the Design Guidelines, the Bylaws and the rules of the Association.

**Section 9.14 Homestead.** By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot shall be deemed to have waived any exemption from liens created by the Original Declaration and continued by this Amended and Restated Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available for reason of the homestead exemption provisions of Texas law, if for any reason such are applicable. This section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Amended and Restated Declaration, but to be construed in its favor.

**Section 9.15 Soil Movement.** Each Owner acknowledges that the failure or excessive movement of any foundation of any Residence can result in the diminished value and overall desirability of the entire Property. Each Owner agrees and understands that the maintenance of the moisture content of the soils on each Lot is necessary to preserve the structural integrity of each Residence in the Property. Each Owner also acknowledges that the long term value or desirability of the Property is contingent upon each Owner maintaining its Residence so that no structural failure or excessive soil movement occurs within the Property.

EACH OWNER IS HEREBY NOTIFIED THAT THE SOIL COMPOSITION IN NORTH TEXAS IN GENERAL AND THE PROPERTY IN PARTICULAR AND THE CONDITION OF THE LOTS MAY RESULT IN THE SWELLING AND/OR CONTRACTION OF THE SOIL IN AND AROUND THE LOT IF THE OWNER OF THE LOT DOES NOT EXERCISE THE PROPER CARE AND MAINTENANCE OF THE SOIL REQUIRED TO PREVENT SOIL MOVEMENT.

If the Owner fails to exercise the necessary precautions, damage, settlement, movement or upheaval to the foundation and structural failure may occur. Owners are highly encouraged to install and maintain proper irrigation around their Residence or take such other measures to ensure even, proportional, and prudent watering around the foundation of the Residence.

By each Owner's acceptance of a deed to any Lot, each Owner, on behalf of Owner and Owner's representatives successors and assigns, hereby acknowledges that the Association and the Board shall not be responsible or liable for, and Owner shall assume all risk and consequences of, any damage, settlement, movement or upheaval to the foundation structural failure, or any damage to any other part of the Residence caused by Owner's failure to exercise proper care or maintenance of the soil required to prevent soil movement, and hereby releases and forever discharges, the Association and its officers, directors, partners, employees, agents, representatives affiliates, attorneys, successors and assigns, of and from any and all claim for the relief and causes of actions, liabilities damages and claims whatsoever, known or unknown, direct or indirect, arising from or relating to Owner's failure to exercise proper care and maintenance of the soil required to prevent soil movement, including but not limited to, an damage caused by or related in any fashion to the failure or improper or uneven watering of the Lot, planting or improper vegetation near the foundation, or any action by any Owner that affects the drainage of any Lot.

#### **Section 9.16 Miscellaneous Provisions and Clarifications**

(a) Lot 1, Block A denotes the private access and private drainage easement owned by the Association. No building permit will be issued for Lot 1, Block A.

(b) The landowners and any subsequent Owners of Lots shown herein (the "Lot Owners"), jointly and severally, shall be responsible and liable for the construction, operation and maintenance of any private facilities in the addition created herein (the "Addition"), including but not limited to private streets, private street lights, private entrance gates or structures, private masonry screening walls, private pedestrian access, private storm drainage systems, private landscaping, and emergency access.

(c) A six (6) foot masonry wall is required along Cannon Drive. The Association is responsible for the maintenance of the Masonry Wall and the parkway between the wall and the street.

(d) The City of Mansfield, Texas (the "City") shall not be responsible for maintaining any of the aforementioned private facilities. The City will maintain only the public drainage system in the public drainage easement and the public water and sanitary sewer systems in the utility easements accepted by the City.

(e) The Association, Lot Owners, and landowners shall not seek maintenance from the City except for the aforementioned public drainage system in the public drainage easement and the public water and sanitary sewer systems in the utility easements accepted by the City.

(f) Any public entities, including the City, shall have the right at all times of ingress and egress to and from and upon the utility easements shown herein for the purpose of construction, reconstruction, inspection, patrolling maintaining, and adding to or removing all or part of its respective systems. Except for private street lights, private storm drainage systems, private streets and related entrance gates or structures that are approved by the City, no buildings fences, structures, trees, shrubs, or other improvements or growths shall be constructed or placed upon, or across said public drainage and utility easements. Any public utility entity, including the City, shall have the right to remove and keep removed all or parts of any buildings, fences, structures, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with its respective systems within said utility easements.

(g) The City shall have the right at all times to remove and keep removed any vehicle or obstacle that impairs emergency access in the emergency access easements shown herein.

(h) Any governmental entities, including the City, shall have the right at all times of ingress and egress to and from and upon the private access easements shown herein for any purpose related to the exercise of a governmental service or function.

(i) If the Association or Lot Owners fail to maintain reliable access to any public utility or governmental entities for the purposes stated hereinabove, the City may enter the Addition and remove any entrance gate or structure which is a barrier to access at the sole expense of the Association or Lot Owners' on a pro-rata share formula.

(j) The construction, reconstruction or repair of any private streets within the Addition must meet the approval of the City Engineer and comply with the specifications of the City for public streets at the time of construction, reconstruction or repair. The construction, reconstruction or repair of any entrance gate and structure for the Addition must meet the approval of the Engineering Department and Fire Department of the City.

(k) The installation or replacement of all traffic regulatory signs along the private streets must conform to the Texas Manual of Uniform Traffic Control Devices. Street name markers for private streets shall have a white background with green letters.

(l) The Association and Lot Owners agree to release, indemnify, defend and hold harmless the City, its officers, agents, licenses, servants and employees, from and against any and all claims or suits for property damage or loss and/or personal injury, including death, to any and all persons, of whatsoever kind of character, whether real or asserted, arising out of or in connection with, directly or indirectly: a) the reasonable use of private streets, emergency access, utility easements, entrance gate or structure by the City, its officers, agents, licensees, servants and employees; b) the condition of the private streets, private street lights, private entrance gates or structures, private walls and fences, private pedestrian access, private storm drainage systems and emergency access; or c) any use of the Addition by the City, its officers, agents, licensees, servants and employees for any purpose stated hereinabove, whether or not caused, in whole or in part, by alleged negligence of officers, agents, servants, employees, contractors, subcontractors, licensees or invitees of the City. The HOA shall be responsible for carrying liability insurance to meet the requirements of this paragraph.

Executed on the 2nd day of September, 2008.

WALNUT MEADOWS HOMEOWNERS ASSOCIATION, INC

BY: Karen Self  
KAREN SELF, PRESIDENT

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 2nd day of September, 2008 by KAREN SELF, President of WALNUT MEADOWS HOMEOWNERS ASSOCIATION, Texas Non-Profit Corporation, on behalf of said Corporation.



Krystle C. Urbanek  
Notary Public, State of Texas

## EXHIBIT A

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

**ALL lots, tracts and parcels of real property situated in WALNUT MEADOWS, an Addition to the City of Mansfield, Tarrant County, Texas, as shown on the plat thereof recorded in Cabinet A, Slide 7798 of the Plat Records of Tarrant County, Texas.**



STATE OF TEXAS:  
COUNTY OF TARRANT:

0202261906

A 7798  
A 1066

WHEREAS, GIOVANNI HOMES CORPORATION, a Texas corporation, acting by and through the undersigned, their duly authorized agent, are the sole owners of a tract of land situated in the THOMAS BRATTON SURVEY, Abstract No. 162, in the City of Mansfield, Tarrant County, Texas, said tract being the parcel of land conveyed to Giovanni Homes Corporation by the deed recorded in Volume 15616, Page 247, D.R.T.C.T., and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod with yellow plastic cap, said point being by deed call, North 60 deg. East, 662.4 feet and North 59 deg. 46 min. 44 sec. East, a distance of 506.90 feet from the Southwest corner of said Bratton Survey. Said point also being the Southeast corner of Lot 1, Block 1, New Elementary School South Addition, according to the Plat recorded in Cabinet A, Slide 3314, Plat Records, Tarrant County, Texas, and being in the North line of a tract of land described in a deed to Stephen Clare Horning-Lockwood, recorded in Volume 10470, Page 1059, D.R.T.C.T.;

**THENCE** North 30 deg. 13 min. 44 sec. West, along the East line of said Lot 1, a distance of 1,270.36 feet to a 1/2 inch iron rod with plastic cap set, said point being the Northeast corner of said Lot 1, and being in the South right of way line of Cannon Drive, according to the deed recorded in Volume 13534, Page 241, D.R.T.C.T.;

**THENCE** North 61 deg. 13 min. 49 sec. East, along the South line of said Right-of-Way, a distance of 682.08 feet to the 1/2 inch iron rod with plastic cap set, said point being in the West line of a tract of land described in a deed to Hugh K. Calhoun, et ux Beverly, recorded in Volume 3828, Page 547, D.R.T.C.T.;

**THENCE** South 30 deg. 17 min. 11 sec. East, along the West line of said Calhoun tract a distance of 1,247.72 feet to a 1/2 inch iron rod found for corner, said point being the Southwest corner of said Calhoun tract, and also being in the North line of a tract of land described in a deed to Steve Clare Horning-Lockwood, recorded in Volume 10634, Page 2330, D.R.T.C.T.;

**THENCE** South 59 deg. 07 min. 13 sec. West, along the North line of said Horning-Lockwood tract, a distance of 169.21 feet to a 3/8 inch iron rod found for corner;

**THENCE** South 59 deg. 28 deg. 44 sec. West, continuing along said Horning-Lockwood tract a distance of 448.09 feet to a 5/8 inch iron rod with plastic cap found, said point being the Northeast and Northwest corner of said Horning-Lockwood tracts;

**THENCE** South 58 deg. 50 min. 29 sec. West, along the North line of said Horning-Lockwood tract, a distance of 65.84 feet to the Point of Beginning, and containing 859,324 square feet or 19.727 acres of land, more or less.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

**THAT, GIOVANNI HOMES CORPORATION**, acting by and through the undersigned, their duly authorized agent, does hereby adopt this plat designating the herein above described real property **WALNUT MEADOWS**, an addition to the City of Mansfield, Tarrant County, Texas, and does hereby dedicate to the public's use the emergency access public drainage and utility easements shown thereon subject to the conditions of approval stated herein.

**WITNESS MY HAND** at Mansfield, Tarrant County, Texas, this the 8<sup>th</sup> day of

JULY 2002.

  
VINCENT PIRAS, PRESIDENT  
GIOVANNI HOMES CORPORATION

GRANTED

STATE OF TEXAS:  
COUNTY OF TARRANT:

0202261906

A-7798  
2056

BEFORE ME, the undersigned authority, on this day personally appeared VINCENT PIRAS, PRESIDENT of GIOVANNI HOMES 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 Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 8<sup>th</sup> day of

JULY, 2002.

*Linda D. Key*  
Notary Public, State of Texas



Original Document

AFTER RECORDING, PLEASE RETURN TO:

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



HENRY ODDO AUSTIN & FLETCHER  
1700 PACIFIC AVE 2700

DALLAS TX 75201

Submitter: HENRY ODDO AUSTIN & FLETCHER

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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: 09/16/2008 10:24 AM  
Instrument #: D208357254  
OPR 44 PGS \$184.00

By: \_\_\_\_\_



**D208357254**

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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