



*The following is an unofficial and unverified transcription of a Declaration recorded by the Tarrant County Clerk as Instrument D193118628 and an Amendment recorded as instrument D194181478 containing the CCR's (Deed Restrictions) for Park Glen Phase VIII.*

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS

COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

THAT HILLWOOD/PARK GLEN, LTD., a Texas limited partnership ("Declarant"), is the owner of all that certain tract of land situated in Tarrant County, Texas described in the attached Exhibit "A" (the "Property").

Declarant intends for the Property to be developed as a single-family residential subdivision. Declarant declares that the Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in this Declaration of Covenants, Conditions and Restrictions (this "Declaration") (a) which are for the purpose of establishing a general scheme for the development of the Property and for the purpose of enhancing and protecting the value, attractiveness and desirability of lots within the Property; (b) which shall run with the land and are binding on all parties having or acquiring any right, title or interest in the Property or any part thereof; and (c) which shall inure to the benefit of each owner thereof.

Notwithstanding anything to the contrary, the term "Property" also shall include other tracts of land contiguous to the Property or to a street contiguous to the Property that Declarant now owns or may hereafter acquire from time to time which Declarant, in its sole discretion, desires to subject to this Declaration, which may be accomplished by Declarant, without the joinder of any other person, recording supplements to this Declaration adding to Exhibit "A" hereto descriptions of such additional tracts.

### **ARTICLE I - CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS**

Section 1.1. The Plat. The Property is platted as a part of the subdivision shown on the plats recorded in Cabinet A, Slide 1229 of the Tarrant County Plat Records and known as Phase VIII of the Park Glen Addition, (collectively, the "Plat"). For a period of fifteen years from the date hereof, the Plat may not be changed, modified or varied without the written consent of Declarant. Declarant shall have the right to change names of streets shown on the Plat without the joinder or approval of any other person or entity.

Section 1.2. Residential Use. All lots platted on the Property ("Lot" or "Lots") shall be used for single-family residential purposes only, except that Declarant may authorize a Lot to be used by a builder for a model home or as a temporary parking lot adjacent to model homes. No building shall be erected, altered, placed or permitted to remain on the Property or on any Lot other than one detached single-family residence ("Residence") per Lot not exceeding two stories in height with a private garage as provided below. Each Residence shall be constructed in conformance with minimum Federal Housing Authority ("FHA") and Veterans Administration ("VA") standards, subject to the right of the Declarant to approve only minor variations from such standards.

Section 1.3. Single-Family Use. Each Residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than three unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.

Section 1.4. Garage Required. Each Residence shall have a minimum of a two-car garage conforming with then-applicable City of Fort Worth, Texas (the "City") zoning ordinances and codes, and the garage must conform in design and materials with the main structure of the Residence. Except for garages approved under Section 2.3, garage locations must be approved in writing by Declarant prior to commencement of construction. No garage shall be converted to

living space or used in any manner so as to preclude the parking of two automobiles therein, except for temporary usage as part of the sales facilities contained in any model homes constructed by a home builder.

Section 1.5. Restrictions on Resubdivision. None of the Lots shall be subdivided into smaller lots.

Section 1.6. Driveways. All driveways shall be surfaced with concrete or a similar substance approved by Declarant.

Section 1.7. Uses Specifically Prohibited and other Provisions.

(a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment which may be placed on a Lot only in places which are not visible from any street unless otherwise approved by Declarant) shall be permitted on any Lot, except that a builder or contractor may have temporary improvements (such as a sales office, parking lot and/or a construction trailer) on a Lot during construction of the Residence on that Lot. No building material of any kind or character shall be placed or stored upon a Lot until the owner thereof is ready to commence construction of improvements, and then such material shall be placed only within the property lines of the Lot upon which the improvements are to be erected during construction so long as construction progresses without undue delay. Temporary storage buildings may not contain more than 64 square feet, and the roof peak of such building is limited to a maximum height of 7 feet.

(b) No boat, trailer, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be stored, parked or kept on any driveway, in the front yard, or in the street in front of a Lot unless such vehicle is in day to day use off the premises and such parking is only temporary, from day to day, not to exceed 48 hours in duration, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from ground-level public view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity.

(c) No vehicle of any size which transports inflammatory or explosive cargo may be kept on the Property at any time.

(d) No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks and pick-up trucks with attached bed campers that are in operating condition, have current license plates and inspection stickers and are in regular use as motor vehicles on the streets and highways of the State of Texas.

(e) No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building shall be used on any of the Property at any time as a dwelling house; provided, however, that any builder may maintain and occupy model houses, sales offices and construction, trailers during construction periods.

(f) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on the surface of the Property. No oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any part of the Property unless approved in writing by Declarant. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property unless approved in writing by Declarant.

(g) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property, except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the Property so that no person shall quarter on any part of the Property cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the community. No more than four pets will be permitted on each Lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the Lot clean and free of pet debris. All animals must be properly tagged for identification and vaccinated against rabies.

(h) No Lot or other area on the Property shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including, but not limited to, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. All containers and other facilities for truck disposal must be located and screened in a manner approved by Declarant.

(i) No individual water supply system shall be permitted on the Property.

(j) No individual sewage disposal shall be permitted on the Property.

(k) No air-conditioning apparatus shall be installed on the ground in front of a Residence or on the roof of any Residence. No window air-conditioning apparatus or evaporative cooler shall be attached to any front wall or front window of a Residence or at any other location where such would be visible from any street.

(l) Except with the written permission of Declarant, no antennas, discs or other equipment for receiving or sending sound or video messages shall be permitted on the Property except for antennas for AM or FM radio reception and UHF or VHF television reception. All antennas shall be located inside the attic of the main residential structure, except that, with the written permission of Declarant, one antenna may be permitted to be attached to the roof of the main residential structure (but only if the place of attachment is not visible from the street in front of the house) and to extend above said roof a maximum of five feet. Notwithstanding anything to the contrary in this Declaration, no satellite dish or other similar instrument or structure is permitted on the Property.

(m) No Lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted on the Property which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken on the Property, and nothing shall be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of residence as a sales office until such builder's last Residence on the Property is sold. Nothing in this subparagraph shall prohibit an owner's use of a Residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowner's use and enjoyment of their Residences and yards.

(n) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three and six feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any Lot within ten feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(o) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment placed at locations on a Lot that are not visible from any street, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected thereon.

(p) Within easements on each Lot, no structures, planting or materials which shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels.

(q) After Declarant or another developer has graded the Lot, the general grading, slope and drainage plan of a Lot may not be altered without the approval of the City and other appropriate agencies having authority to grant such approval.

(r) No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for rent or sale or signs used by a builder or Declarant to advertise the Property during the development, construction and sales periods; provided, however, all signs used by a builder must be approved by Declarant prior to use thereof. No "bandit" signs at all may be placed on the Property or in rights-of-way. Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.

(s) The drying of clothes in full public view is prohibited. The owners and occupants of any Lots at the intersections of streets or adjacent to parks, playgrounds or other facilities where the rear yard is visible to full public view shall construct a drying yard or other suitable enclosure to screen from public view the equipment which is incidental to normal residences, such as clothes drying equipment, yard equipment and storage piles.

(t) Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted anywhere on the Property.

(u) All exterior mechanical equipment, including, but not limited to, HVAC equipment, shall be located on the side or rear yard of each Lot.

(v) All utilities shall be installed underground. No gas meter shall be set nearer the street than the front or side of the dwelling unless the meter is designed for and installed underground.

Section 1.8. Minimum Floor Area. The total air conditioned living area of the main residential structure, as measured to the outside of exterior walls, but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than 1,650 square feet.

Section 1.9. Building Materials. Unless otherwise approved in writing by Declarant, the front wall area of each building constructed on a Lot, including, but not limited to, chimney flues, shall be not less than 100% brick, brick veneer, stone, stone veneer or other masonry material approved by Declarant. Notwithstanding the foregoing, the front wall area on all first floor walls shall be brick only. The total exterior wall area of each building constructed on a Lot, including, but not limited to, chimney flues, shall be not less than 60% (or a higher percentage if required by the City) brick, brick veneer, stone, stone veneer or other masonry material approved by Declarant (windows, doors and gables are excluded from the calculation of the total exterior wall area) except that in the case of each building constructed on a Lot adjacent to Park Vista Boulevard, a park area or a school yard, unless otherwise approved in writing by Declarant, the total exterior wall area of each such building, including, but not limited to, chimney flues, shall be 100% brick, brick veneer, stone, stone veneer or other masonry material approved by Declarant.

Section 1.10. Setback Restrictions. No dwelling shall be located on any Lot nearer to the front Lot line, a side Lot line or the rear Lot line than the minimum setback lines shown on the Plat or required by the City, whichever is greater.

Section 1.11. Fences and Walls. Any fence or wall must be constructed of brick or wood or other material approved in writing by Declarant. Any fence facing any street, park area, or school yard must be constructed so that the side of the fence containing the horizontal structural supports is not visible from such street, park area or school yard. No fence or wall shall be permitted to extend nearer to any street abutting the front Lot line than the front building line of any Residence. Fences or walls erected by Declarant or other builders shall become the property of the owner of the Lot on which the same are erected and, in the event no other party maintains such fences or walls, shall be maintained and repaired by such owner. Unless otherwise approved in writing by Declarant, no portion of any fence shall extend more than eight feet in height. In the event that any fence under this Section 1.11 (the "Intersecting Fence") intersects with any fence subject to Section 1.12 below (which specifies a six foot height for corner Lot fences and fences adjacent to parks and school yards) or any special fencing subject to Section 3.1 below, the Intersecting Fence, if higher, shall be decreased in height, at a steady rate, over the last ten feet in length of such Intersecting Fence before it intersects with the lower fence so that there is a smooth transition from the higher level down to the six-foot height level of the fence referred to in Section 2.1 or the fence referred to in Section 3.1. No two fence segments of different heights shall meet without the ten-foot transition area required above unless otherwise permitted in writing by Declarant. For the purposes of this Section 1.11, a fence shall "intersect" with another fence at any point where there is an appearance from any street that the fence segments meet or are in close proximity to each other.

Section 1.12. Screening Fence. The owner, prior to completion of the construction of houses on corner Lots or adjacent to park areas or school yards shall construct or cause to be constructed a screening fence on each side of the Lot which is adjacent to such street, park area or school yard, subject to the limitations below. The screening fence shall, unless otherwise approved in writing by Declarant:

- (a) Be immediately inside the applicable property line of the Lot;
- (b) For corner lots only, extend from the rear Lot line to a point which will enclose all utility fixtures when connected to the house by the fence connected with the side of the house constructed on the Lot, but shall not extend in front of the front of the house;
- (c) Comply with City and FHA requirements;
- (d) Be constructed at owner's sole cost and expense;
- (e) Be constructed of wood or brick or other material approved in writing by the Declarant;
- (f) Be six feet in height, except fences adjacent to park areas or school yards may be between six and eight feet in height with Declarant's prior written approval;
- (g) Be parallel with the applicable property line of such Lot; and
- (h) Be constructed so that the side of the fence containing the horizontal structural supports is not visible from the public right of way, park areas, open space or school yard.

Section 1.13. Sidewalks. Any owner, when building houses on the Lots, shall build sidewalks along the fronts and sides of Lots abutting streets, which sidewalks shall conform to the City, FHA and VA specifications and regulations.

Section 1.14. Mailboxes. Mailboxes shall be constructed of a material and design approved in writing by Declarant prior to their installation, and shall be in conformity with the requirements of the City of Fort Worth. Mailboxes may be built in enclosures containing multiple mailboxes, and in such event the Owners of the Lots with mailboxes in such enclosure shall be responsible, equally, for maintaining such enclosure in good condition and repair. If such owners fail to do so, Declarant shall have the right, but not the obligation, to make any repairs, the cost of which shall be reimbursed to Declarant by such Owners, equally, promptly upon receipt of an invoice therefor. The amount to be reimbursed, if not paid within 10 days after the date of such invoice, shall bear interest from the date of the invoice at the maximum legal rate of interest that can be contracted for under the laws of the State of Texas.

Section 1.15. Roofs. Unless otherwise approved in writing by Declarant, no roof on any house constructed on a Lot shall have less than a 5'/12' roof slope. All roofs shall be constructed or covered with lightweight 20-year composition shingles (meaning having a manufacturer's warranty of at least 20 years) with a color of charcoal gray or the approximate color of weathered cedar shingles as approved by Declarant. Unless otherwise approved in writing by Declarant, all roof stacks and flashings must be painted to match the roof color.

Section 1.16. Wood Fence Paint and Stain Requirements. Wood fences shall be (a) left to weather naturally; or (b) stained with a clear preservative stain or Olympic Oil Base Stain-Cape Cod which is light gray in color. Other wood fence treatments are not permitted without written authorization by Declarant.

## **ARTICLE II - ARCHITECTURAL CONTROL**

Section 2.1. Authority. Except as specifically provided for homebuilders in Section 2.3 below, no landscaping shall be undertaken, and no building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any Lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by Declarant as to:

- (a) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, acceptability of floor plan, proper facing of main elevation with respect to nearby streets;

(b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other Lots; and

(c) the other standards set forth within this Declaration (and any amendments hereto).

Except as specifically provided for homebuilders, Declarant is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of Declarant, adversely affect the living enjoyment of one or more Lot owners or the general value of Lots. In considering the harmony of external design between existing structures and the proposed building to be erected, placed or altered, Declarant shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans.

Section 2.2. Procedure for Approval. A complete copy of the final plans and specifications shall be submitted in duplicate by certified mail to Declarant. Such plans and specifications must be submitted at least 15 days prior to the proposed landscaping or construction of improvements. The plans and specification shall show the nature, kind, shape, height, materials and location of all landscaping and improvements including, but not limited to, elevations and floor plans on each house intended to be built, square footage, roof pitch and percentage of brick or other material to be used as siding. The documents shall specify any requested variance from the setback lines, garage location or any other requirement set forth in this Declaration. Samples of proposed construction materials shall be delivered promptly to Declarant upon request. At such time as the plans and specifications meet the approval of Declarant, Declarant shall send written authorization to proceed and will retain the plans and specifications. If disapproved by Declarant, the plans shall be returned marked "Disapproved" and shall be accompanied by a statement of the reasons for disapproval, which statement shall be signed by a representative of Declarant. Any modification of the approved set of plans and specifications must again be submitted to Declarant for its approval. Declarant's approval or disapproval, as required herein, shall be in writing. In no event shall Declarant give verbal approval of any plans. If Declarant fails to approve or disapprove such plans and specifications within 15 days after the date of submission, written approval of the matters submitted shall not be required and compliance with this Section 2.2 shall be deemed to have been completed. In case of a dispute about whether Declarant responded within such time period, the person submitting the plans shall have the burden of establishing that Declarant received the plans. Declarant's receipt of the plans may be established by a signed certified mail receipt.

Section 2.3. Special Procedure for Homebuilders. Once Declarant has approved a set of final plans and specifications (including, but not limited to, exterior colors) submitted by a homebuilder for a house to be constructed on a Lot, that homebuilder may use such plans and specifications for other homes it will construct in the Property provided that (a) there shall be at least one Lot on the same side of the street between Lots with houses using the same or substantially the same floor plan; (b) there shall be at least three Lots on the same side of the street between Lots with houses using the same or substantially the same exterior elevations; and (c) no houses with the same or substantially the same exterior elevations shall be constructed on Lots directly across the street from each other. The term "homebuilder" shall mean a person or entity regularly engaged in the on-going business of constructing single-family homes for sale to owner-occupants.

Section 2.4. Standards. Declarant shall have sole subjective discretion with respect to taste, design and all standards specified herein and whether to grant or withhold its consent. One objective of Declarant is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built on the Property. Declarant from time to time may publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

Section 2.5. Liability of Declarant. The partners, agents, and employees of Declarant shall have no liability, individually or in combination, for decisions made by (or failed to be made by) Declarant and Declarant shall have no liability for its decisions in connection with the approval or disapproval or failure to disapprove or approve any plans and specifications submitted. Any errors in or omissions from the plans or the site plan submitted shall be the responsibility of the owner of the Lot to which the improvements relate, and Declarant shall have no obligation to check for errors in or omissions from any such plans, the adequacy or suitability of the design of the improvements to be constructed pursuant to the plans for their intended purpose, or to check for such plans' compliance with the general provisions of this Declaration,

City codes, state statutes or the common law, whether the same relate to Lot lines, building lines, easements or any other matters.

### **ARTICLE III - SPECIAL FENCING AND LANDSCAPING**

Section 3.1. Public Park/School Yard/Park Vista Fencing. Declarant (or the City or a Public Improvement District established by the City) shall have the right, but not the obligation, to construct a fence along any portion of the Property that abutts Park Vista Boulevard, park areas or school yards (a "Special Fence") and the right, but not the obligation, to install landscaping and an irrigation system along the Special Fence. The Special Fence will be constructed inside the boundary of the Property, and Declarant reserves an easement on those Lots abutting Park Vista Boulevard, park areas or school yards for the purpose of, and to the fullest extent reasonably required by Declarant for, locating, constructing and maintaining this fence, landscaping and irrigation system. The general location of the Special Fence, landscaping and irrigation system shall be within three feet of the affected Lot's boundary that abutts the right-of-way of such street, park areas or school yard, except on corner Lots at intersections of streets with Park Vista Boulevard, the Special Fence, landscaping and irrigation system shall be at such locations where such are actually installed by Declarant.

Declarant hereby reserves and shall have an easement on each Lot on which the Special Fence, landscaping and irrigation are located, and the area of such easement shall be such portion of each Lot as is actually used for the installation, location and maintenance of the Special Fence, landscaping and irrigation system. The easement, the right to construct and maintain such Special Fence, landscaping and irrigation system and the Special Fence, landscaping and irrigation system may be assigned to the City, any Public Improvement District, the Park Glen-Phase I Association (hereinafter defined) or the Park Glen-Phase II Association (hereinafter defined). Declarant shall have the right, but not the obligation, to maintain such Special Fence, landscaping and irrigation system. If Declarant, the City or the Public Improvement District do not maintain the Special Fence, landscaping and irrigation system, the Park Glen Phase I Association and/or the Park Glen-Phase II Association may perform such maintenance and keep such items in good condition and repair at such owner's expense. No Lot owner shall install another fence adjacent to any Special Fence (other than intersecting fences), as such Special Fence shall serve as that Lot's rear or side fence, as the case may be. In the event Declarant, the City, any Public Improvement District or the Park Glen-Phase I or Phase II Association do not maintain the Special Fence, landscaping or irrigation system, such maintenance obligations shall be the responsibility of the owner of the Lot on which the same are located. The owner of any Lot may not remove the Special Fence, landscaping or irrigation system without the prior written consent of Declarant.

### **ARTICLE IV - GENERAL PROVISIONS**

Section 4.1. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Easements are also reserved across all Lots as necessary for the installation, operation, maintenance and ownership of utility service lines from the property lines to the Residences. By acceptance of a deed to a Lot, the owner of the Lot shall mow weeds and grass and shall keep and maintain in a neat and clean condition any easement which may traverse a portion of the Lot.

Section 4.2. Recorded Plat. All dedications, limitations, restrictions and reservations shown on the Plat are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant conveying Lots, whether specifically referred to therein or not.

Section 4.3. Lot Landscape and Maintenance. The owner of each Lot, at the time of the construction of the Residence thereon, shall establish fully sodded grass on all yards visible from the street. The above landscaping shall be installed by a builder at the time of and in conjunction with the construction of a Residence on a Lot. Upon sale or conveyance of a Lot and Residence by a builder, the owner of such Lot shall permit Declarant or Declarant's designee to plant, at its initial cost and expense, up to four trees between the back of the curb and the sidewalk and one tree in the front yard behind the sidewalk, which trees shall be of a type and in a location as determined solely by Declarant or Declarant's designee in its sole and absolute discretion. Declarant, at its option, may plant additional trees in the side yards of corner lots adjacent to the street. Said trees shall be part of a program known as the "Park Glen Street Tree Program". The owner of the Lot shall have no right to substitute the type or location of the tree as selected and determined by Declarant and

Declarant's designee. Each owner shall maintain, at its own cost and expense, said trees pursuant to maintenance instructions provided by Declarant or Declarant's designee, which obligations shall include, but not be limited to, the responsibility for watering, fertilizing, pruning and controlling insects for such trees. Such trees are provided by and through Declarant (or Declarant's designee) on an "as is" basis, and Declarant has made no, and expressly disclaims, all representations, warranties, covenants, or agreements of any kind whether express or implied or by operation of law, written or oral, regarding the trees. Declarant shall not have any obligation to replace any trees that may die. Each owner hereby grants a license to Declarant and Declarant's designee to come on, over or across its Lot in order to prepare the planting sites and to plant said trees at the locations designated by Declarant in its sole discretion. The owner shall maintain the yards in a sanitary and attractive manner and shall edge the street curbs that run along the property line. Grass, weeds and vegetation on each Lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street. No owner shall permit weeds or grass to grow to a height of greater than six inches upon his property. Upon failure of any owner to maintain any Lot, Declarant or its assigns may, at its option, have the grass, weeds and vegetation cut as often as necessary in its judgment, and the owner of such property shall be obligated, when presented with an itemized statement, to reimburse Declarant for the cost of such work. This provision, however, shall in no manner be construed to create a lien in favor of any party on any property for the cost of such work or the reimbursement for such work.

Section 4.4. Maintenance of Improvements. Subject to the provisions of Article III, each Lot owner (a) shall maintain the exterior of all buildings, fences, walls and other improvements on his Lot in good condition and repair; (b) shall replace worn and rotten parts; (c) shall regularly repaint all painted surfaces; and (d) shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate.

Section 4.5. Mortgages. It is expressly provided that the breach of any of the foregoing provisions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for or value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said provisions shall be binding as to Lots acquired by foreclosure, trustee's sale or otherwise, but only as to any breach occurring after such acquisition of title.

Section 4.6. Term. The foregoing covenants and restrictions shall run with and bind the land and shall remain in full force and effect for a term of 30 years after this Declaration is recorded. They shall be extended automatically for successive periods of ten years unless amended as provided herein.

Section 4.7. Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 4.8. Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Property other than Declarant as specifically provided herein. This instrument, when executed, shall be filed of record in the appropriate records of Tarrant County so that each and every owner or purchaser or any portion of the Property is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 4.9. Enforcement. The Park Glen-Phase I Association, the Park Glen-Phase II Association, Declarant and the owner of any Lot on the Property shall have the easement and right, but not the obligation, to have each and all of the foregoing restrictions, conditions and covenants herein faithfully carried out and performed with reference to each and every Lot, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, whether at law or in equity, it being the intention hereby to attach to each Lot, without reference to when it was sold, the right and easement to have such restrictions, conditions and covenants strictly complied with, such right to exist with the owner of each Lot and to apply to all other Lots whether owned by the undersigned, its successors and assigns, or others. Failure by the Park Glen-Phase I Association, Park Glen-Phase II Association, the owner of any Lot or Declarant, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.



Section 4.10. Definition of "Owner". As used herein, the term "owner" shall refer to the record owner, whether one or more persons or entities (including builders and contract sellers), of the fee simple title to a Lot on which there is or will be built a single-family residence but not including those having an interest merely as security for the performance of an obligation.

Section 4.11. Other Authorities. If other authorities, such as the City or Tarrant County, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 4.12. Addresses. Any notices or correspondence to an owner of a Lot shall be addressed to the street address of the Lot. Any notice or plan submission to Declarant shall be made to the address set forth below. Declarant may change its address for notice and plan submission by recording in the land records of Tarrant County a notice of change of address.

Section 4.13. Amendment. At any time, the owners of the legal title to 75% of the Lots (as shown by the Tarrant County records) may amend the covenants, conditions and restrictions set forth herein by recording an instrument containing such amendment(s), except that for the 15 years following the recording of this Declaration, no such amendment shall be valid or effective without the joinder of Declarant.

Section 4.14. Assignability. Declarant shall mean Hillwood/Park Glen, Ltd., its successors and assigns, and shall include any person or entity to which Declarant may expressly assign its rights, privileges, duties and obligations hereunder, which are and shall be assignable.

Section 4.15. Park Glen-Phase I or Phase II Association Declaration. Each Lot is conveyed subject to the Park Glen-Phase I Association Declaration or the Park Glen-Phase II Association Declaration filed in the Real Property Records of Tarrant County, Texas (as the case may be, the "Park Glen-Phase I Association" or the "Park Glen-Phase II Association").

EXECUTED as of the 7<sup>th</sup> day of June, 1993.

HILLWOOD/PARK GLEN, LTD., a Texas limited partnership  
By: HILLWOOD HOLDING CORPORATION, general partner

EXHIBIT "A"

All lots in Phase VIII of the Park Glen Addition, an addition to the City of Fort Worth, Texas, recorded in Cabinet A, Slide 1229 of the Tarrant County Plat Records.

AMENDMENT OF DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS FOR PARK GLEN PHASE VIII

This Amendment of Declaration Of Covenants, Conditions And Restrictions for Park Glen Phase VIII (the "Amendment") is executed by the undersigned to be effective for all purposes as of the 11 day of July, 1994.

WHEREAS, Hillwood/Park Glen, Ltd., a Texas limited partnership, did establish by that certain Declaration of Covenants, Condition and Restrictions for Park Glen Phase VIII dated June 7, 1993, and recorded in Volume 11101, Page 1098 of the Deed Records of Tarrant County, Texas certain covenants, conditions and restrictions covering the "Property" therein described (the "Declaration"). Except as specifically set forth herein capitalized terms used herein shall have the same meaning given them in the Declaration; and

WHEREAS, Section 4.13 of the Declaration provides that the Declaration may be amended by the owners of legal title of 75% of the Lots; and

WHEREAS, the undersigned are the owners of the legal title of at least 75% of the Lots; and

WHEREAS, the undersigned desire to amend the Declaration as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby approve and adopt this Amendment and shall cause same to become effective by recordation thereof in the appropriate real property records of Tarrant County, Texas, in accordance with Section 4.13 of the Declaration. By this Amendment, the following modifications shall be and are hereby made to the Declaration:

1. The last sentence of Section 1.7(a) of the Declaration is hereby deleted and the following is substituted therefor:

Temporary storage buildings may not be larger than 10 feet by 10 feet, and the roof peak of such building is limited to a maximum height of 7 feet.

2. Section 1.7(d) of the Declaration is hereby deleted and the following is substituted therefor:

No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks and pick-up trucks with attached bed campers that are in operating condition, have current license plates and inspection stickers and are in day to day use off the premises ("Regular Use Vehicles"). Regular Use Vehicles shall be parked only in the garages or in the driveways of a Residence. Visitors or guests of a resident of a Residence may park their vehicles on the street, provided, however, any such parking shall be only temporary, from day to day, and shall not exceed 59 hours in duration without the written consent of the Declarant.

3. The following is hereby added as Section 1.7(w) of the Declaration:

(w) Unless otherwise approved by Declarant in writing, other than baby wading pools and similar portable swimming pools, no above-ground swimming pools shall be permitted on the Property.

EXECUTED as of this 11<sup>th</sup> day of July, 1994.

DECLARANT: HILLWOOD/PARK GLEN, LTD., a Texas limited partnership

By: Hillwood Holding Corporation, General Partner

THE RYLAND GROUP, INC.