



*The following is an unofficial and unverified transcription of the CCR's (Deed Restrictions) for Park Glen Phase XIII contained in the Warranty Deed recorded by the Tarrant County Clerk as Instrument D196112967.*

## Phase XIII - The Vistas at Park Glen

EXHIBIT "C "

### COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

WHEREAS, Hillwood/Park Glen, Ltd., a Texas limited partnership ("Grantor") intends for the property (the "Property") conveyed pursuant to the Special Warranty Deed to which this Exhibit "C " is attached and made a part (the "Deed") to be developed as a single-family residential subdivision, Grantor hereby declares that the Property shall be, and the Property is hereby sold and conveyed, subject to the easements, restrictions, covenants and conditions set forth in this Exhibit "C D" (these "Deed Restrictions") (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 be binding on Sheffield Development Company, Inc. ("Grantee") and 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 Grantor, Grantee and each owner of any portion of the Property.

### ARTICLE I

#### CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 1.1 Residential Use. The Property and all lots platted on the Property ("Lot" or "Lots") shall be used for single-family residential purposes only. 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 and 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 Committee (hereinafter defined) to approve only minor variations from such standards.

Section 1.2 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 1.3 Garage Required. Each Residence shall have a minimum of a one-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. Garage locations must be approved in writing by the Committee 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 an automobile therein, except for temporary usage as part of the sales facilities contained in any model homes constructed by a home builder.

Section 1.4 All lots to be developed on the Property (a "Lot" or the "Lots") must be at least 40 feet in width (width being measured along lines parallel to the street on which the Lot is located) and between 100 and 110 feet in depth (depth being measured along lines perpendicular to the street on which the Lot is located). None of the Lots shall be subdivided into smaller lots.

Section 1.5 Driveways. All driveways shall be surfaced with concrete, asphalt or similar substance approved by the Committee.

Section 1.6 Uses Specifically Prohibited.

(a) No temporary dwelling, shop, trailer mobile home or above-ground swimming pools of any kind or any improvement of a temporary character (except children's wading pools and 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 the Committee) 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 for more than 48 hours nor more frequently than two (2) times per month, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence. 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) Trucks with tonnage in excess of one ton and any vehicle with painted advertisement shall not be permitted to park overnight on the Property except those used by a builder during the construction of improvements.

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

(e) 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 48 hours in duration without the written consent of the Committee.

(f) 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.

(g) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on the Property, and no oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designed for using in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property.

(h) 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.

(i) 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 the Committee.

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

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

(l) 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.

(m) Except with the written permission of the Committee, 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 the Committee, 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 these Deed Restrictions, no satellite dish or other similar instrument or structure is permitted on the Property unless approved in writing by the Committee.

(n) 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.

(o) 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.

(p) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed buildings shall be moved onto any Lot, it being the intention that only new construction be placed and erected thereon.

(q) Within easements on each Lot, no structures, planting or materials 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.

(r) After Grantee 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.

(s) Except as provided in this Section 1.6(s) or unless approved in writing by the Committee, no sign of any kind shall be displayed to the public view on any Lot. One sign of not more than five square feet advertising the property for rent or sale or signs used by a builder or the Committee to advertise the Property during the development, construction and sales periods may be displayed on a Lot; provided, however, all signs used by a builder must be approved by the Committee prior to use thereof. No "bandit" signs at all may be placed on the Property or in rights-of-way. Safety Signs (as hereinafter defined) may be displayed on a Lot. For purposes of this Section 1.6(s), "Safety Sign" shall mean (a) "No Trespassing" signs placed on fencing of a Lot; (b) home security system warning signs or (c) "Beware of Dog" signs; provided, however, that no Safety Sign shall exceed six (6) inches by eight (8) inches in size. The Committee 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.

(t) 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 incident to normal residences, such as clothes drying equipment, yard equipment and storage piles.

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

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

(w) 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.

(x) Subject to Article II of these Deed Restrictions, no patio covers or other patio roofing structure shall be erected or constructed on a Lot without the prior written approval of the Committee. Without limitation of the foregoing, the construction and appearance, including but not limited to, the roofing and paint trim, of a patio cover or other patio roofing structure must match the construction and appearance of each building constructed on a Lot.

**Section 1.7 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 1,000 square feet.

**Section 1.8 Building Material.** Unless otherwise approved in writing by The Committee, 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 The Committee. 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 50% (or a higher percentage if required by the City) brick, brick veneer, stone, stone veneer or other masonry material approved by The Committee (windows, doors and gables are excluded from the calculation of the total exterior wall area).

**Section 1.9 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 Approved Plat or required by the City, whichever is greater.

**Section 1.10 Fences and Walls.** Any fence or wall must be constructed of brick or wood or other material approved in writing by the Committee. 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 Grantor or Grantee 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 the Committee, no portion of any fence shall extend more than eight feet in height. In the event that any fence under this Section 1.10 (the "Intersecting Fence") intersects with any fence subject to Section 1.11, below (which specifies a six foot height for corner Lot fences and fences adjacent to parks and school yards), 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 1.11. No two fence segments of different heights shall meet without the ten-foot transition area required above unless otherwise permitted in writing by the Committee. For the purposes of this Section 1.10, 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 1.11 Screening Fence. The owner, prior to completion of the construction of houses on corner Lots or adjacent to any 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 park area or school yard, subject to the limitations below. The screening fence shall, unless otherwise approved in writing by the Committee:

- (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 Committee;
- (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 the Committee'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 1.12 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 1.13 Mailboxes. Mailboxes shall be constructed of a material and design approved by the Committee.

Section 1.14 Roofs. 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 The Committee.

Unless otherwise approved in writing by the Committee. All roof stacks and flashings must be painted to match the roof color.

Section 1.15 Lighting. Grantee shall provide lighting conforming to City standards for all streets and parking areas established as part of development of the Property. In addition, in order to reflect a common development scheme within and between the Property on any Adjacent Development (as hereinafter defined), Grantee shall conform the design features, spacing and illumination intensity of street and parking area lights located on the Property to lighting facilities and lighting standards established in connection with any real property currently under development (an "Adjacent Development") located adjacent to the Property on land currently owned by Grantor.

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 the Committee.

## ARTICLE II

### ARCHITECTURAL CONTROL

Section 2.1 Appointment and Removal. Grantee shall designate and appoint an Architectural Control Committee (the "Committee") composed of three individuals, each generally familiar with residential and community development design matters and knowledgeable about Grantee's concern for a high level of taste and design standards within the Property. Grantee shall have the right at any time and from to time, with or without any justification or reason, to remove any and all members of the Committee.

Section 2.2 Successors. In the event of the death, resignation or removal by Grantee of any member of the Committee, the remaining member(s) shall appoint a successor member. In default of such appointment, Grantee shall have full authority to designate and appoint a successor. No member of the Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of services performed pursuant to these Deed Restrictions.

Section 2.3 Authority. 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 a majority of the members of the Committee as to:

- (a) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, 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 these Deed Restrictions (and any amendments hereto) or matters in which the Committee has been vested with the authority to Tender a final interpretation and decision. The Committee is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, 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, the Committee shall all consider only the general appearance of the proposed building as that can be determined from front, Tear and side elevations on submitted plans.

Section 2.4 Procedure for Approval. Final plans and specifications shall be submitted in duplicate by certified mail by the Committee. The plans and specification shall show the nature, kind, shape, height, materials and location of all landscaping and improvements. The documents shall specify any requested variance from the setback lines, garage location or any other requirement set forth in these Deed Restrictions. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans shall be marked "Approved", signed by a majority of the Committee and returned to the Lot owner or his designated representative. If disapproved by the Committee, one set of such 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 majority of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein, shall be in writing. In no event shall the Committee give verbal approval of any plans. If the Committee fails to approve or disapprove such plans and specifications within 90 days after the date of submission, written approval of the matters submitted shall not be required and compliance with this Section 2.4 shall be deemed to have been completed. In case of a dispute about whether the Committee responded within such time period, the person submitting the plans shall have the burden of establishing that the Committee (and, if applicable, Grantor as provided in Section 2.7 and Article IV below) received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt.

Section 2.5 Standards. The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with these Deed Restrictions. The Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built on the Property. The Committee shall also have the authority to prohibit the use of light-weight composition roof material, to require that the colors of roofing materials be earth tones and generally to require that any plans

meet the standards of the existing improvements on neighboring Lots. The Committee 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 these Deed Restrictions.

Section 2.6 Termination; Continuation. The Committee appointed by Grantee shall cease to exist on the earlier of: (a) the date on which all the members of the Committee file a document declaring the termination of the Committee, or (b) the date on which Residences have been constructed on all Lots. If there is no Committee, no approval by the Committee shall be required under these Deed Restrictions; variations from the standards set forth in these Deed Restrictions shall be made in accordance with the general development standards as reflected in the plans, construction materials, landscaping and other matters approved by the Committee during its existence.

Section 2.7 Liability of the Committee and Grantor. The members of the Committee shall have no liability for decisions made by the Committee and Grantor shall have no liability for its decisions so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans or the site plan submitted to the Committee or Grantor shall be the responsibility of the owner of the Lot to which the improvements relate, and the Committee and Grantor shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of these Deed Restrictions, 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 Fences, Walls and Sprinkler Systems. For a period of ten years after the recording of these Deed Restrictions, Grantee shall have the right to erect, install, maintain, repair and/or replace fences, walls and/or sprinkler systems within those portions of any Lot which are located outside the building, set-back or sight lines established by the Approved Plat, these Deed Restrictions or a governmental entity (the "Restricted Area"). Any fence, wall or sprinkler system shall be the property of the owner of the Lot on which such fence, wall or sprinkler system is erected or installed, subject to the easements and rights of Grantee set forth below. No fence, wall or sprinkler system shall be erected or installed in the Restricted Area by the owner thereof without the prior written consent of Grantee.

Section 3.2 Landscaping. Grantee shall have the right to grade, plant and/or landscape and maintain, repair, replace and/or change such grading, planing and landscaping on any portion of the Restricted Area of any Lot. In the event Grantee does not landscape the Restricted Area, the owner thereof may plant grass and, with the prior written consent of Grantee, may landscape and plant trees and shrubs in the Restricted Area.

Section 3.3 Easement. Grantee shall have, and shall reserve, the right and easement to enter upon the Restricted Area for the purpose of exercising the discretionary rights set forth above.

Section 3.4 Maintenance by Individual Lot Owner. In the event Grantee does not maintain or repair any fences, walls, grading, planting or landscaping erected, installed or situated within the Restricted Area, then the owner of the Lot shall, at his expense, perform such maintenance and repair work as is necessary to maintain such fences, walls, grading, planting and landscaping in a good and neat condition and appearance; provided, however, that the Lot owner shall give Grantee ten business days' written notice before doing any maintenance other than mowing, edging and trimming. So long as the landscaping thereon are being reasonably maintained and repaired by Grantee, the owner of such Lot shall not perform any maintenance or repair work within such Restricted Area without the prior written consent of Grantee. In no event shall the owner of any Lot perform any maintenance or repair work on any sprinkler system within the Restricted Area without the prior written consent of Grantee.

Section 3.5 Grantee's Discretion. Notwithstanding any provisions herein to the contrary, Grantee shall never be obligated to erect, install, maintain, repair or replace any fences, walls, sprinkler systems, grading, planting or landscaping on any Lots.

Section 3.6 Ten-Year Limitation. The provisions of this Article regarding Grantee's rights shall terminate and be of no further force and effect from and after that date which is ten years after the recording of these Deed Restrictions.

### ARTICLE IV

#### SPECIAL PROVISIONS REGARDING GRANTOR

Section 4.1 Certain Rights. The Property is a part of a larger tract being developed by Grantor or its affiliates. Therefore, Grantor is concerned about architectural characteristics of buildings constructed on the Property. Attached hereto as Schedule I to this Exhibit "C" is a list of subdivisions developed by Grantor within the larger tract (the "Park Glen Subdivision") No buildings may be constructed on the Property without the prior written approval of Grantor that have front elevations or colors of exterior materials or paint not substantially the same as buildings constructed in any of the other Park Glen Subdivisions. Plans, in such detail as reasonably may be required by Grantor, for any buildings proposed to be constructed with front elevations or colors of exterior materials or paint not substantially the same as buildings constructed in any of the Park Glen Subdivisions shall be delivered to Grantor for review, and Grantor shall be deemed to have approved such plans if it does not deliver written objections thereto (specifying the reasons for such objections) within 15 days after actual receipt thereof by Grantor.

Section 4.2 General. The provisions of these Deed Restrictions conferring certain rights on Grantor shall inure to the benefit of Grantor and its successors or assigns. Grantor shall have the right to enforce all provisions of these Deed Restrictions, and the failure of Grantor to enforce any provision hereof shall in no event be deemed a waiver of the right to do so in the future.

### ARTICLE V

#### GENERAL PROVISIONS

Section 5.1 Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as may be shown on any official plat affecting the Property (the "Plat"). Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the Residences. Grantee reserves the right to make changes in and additions to the above easements and to grant additional easements for the purpose of most efficiently and economically installing improvements. 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 5.2 Recorded Plat. All dedications, limitations, restrictions and reservations to be shown on the Plat shall be incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Grantee conveying Lots, whether specifically referred to therein or not.

Section 5.3 Lot Landscape and Maintenance. In connection with the construction of a Residence on a Lot, and prior to the time that the Residence is occupied, the builder of a Residence shall establish a fully sodded grass on all yards that are visible from a street, shall plant in the front yard a minimum of four two-gallon shrubs and a minimum of one two-inch caliper tree, 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. No shrub near the house shall be allowed to grow above the bottom of any window. Upon failure of any owner to maintain any Lot, Grantee 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 Grantee 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 5.4 Maintenance of Improvements. Subject to the provisions of Article III and Section 5.16, 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 5.5 Mortgage. 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 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 5.6 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 the Deed is recorded. They shall be extended automatically for successive periods of ten years unless amended as provided herein.

Section 5.7 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 5.8 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 Grantor as specifically provided herein. Each and every owner or purchaser or any portion of the Property shall be on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 5.9 Enforcement. The owner of any Lot on the Property shall have the easement and right 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, 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 Grantor, Grantee, their successors and assigns, or others. Failure by any owner, including Grantee, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.10 Definition of "Owner". As used herein, the term "owner" shall refer to the record owner, whether one or more persons or entities (including 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 5.11 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 5.12 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 Grantor shall be made to 12377 Merit Drive, Suite 1700, Dallas, Texas 75251. Any notices or correspondence to the Committee shall be addressed to the address of Grantee set forth in the Deed. Grantor or Grantee 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 5.13 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 (a) for the ten years following the recording of the Deed, no such amendment shall be valid or effective without the joinder of Grantee, and (b) for the ten years following the recording of the Deed, no such amendment shall be valid or effective without the joinder of Grantor.

Section 5.14 Assignability. The Committee shall mean Hillwood/Park Glen, Ltd., its successors and assigns, and shall include any person or entity to which The Committee may expressly assign its rights, privileges, duties and obligations hereunder, which are and shall be assignable.

Section 5.15 Park Glen-Phase I or Phase II Association Declaration. The Property and 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").

Section 5.16 Planned Improvement District. (a) The Property is located in the Fort Worth Public Improvement District No. 4 (the "PID"). Prior to commencing construction of any entryway features or other common areas that will ultimately be maintained by the PID ("PID Improvements"), Grantee (or its successor or assign) shall notify Grantor and the manager of the PID of its intention to construct such improvements. No PID Improvements may be constructed on the Property until the manager of the PID has approved the plans for such improvements.

Grantee shall submit to the manager of the PID such plans, designs and drawings as may be reasonably requested by the PID manager.

(b) Until such time as 75% of the Lots have been sold by Grantee, Grantee shall maintain any PID Improvements in a neat and orderly appearance and safe condition.

In the event Grantee fails to maintain the PID Improvements as required herein, Grantor may, but shall have no obligation to, enter onto the Property and take such actions as are reasonably necessary to maintain the PID Improvements in a neat and orderly appearance and safe condition, and may invoice Grantee for the costs incurred by it in performing such work.