

THE ESTATES OF WESTLAKE DEVELOPER AGREEMENT

An agreement (this Agreement) between the Town of Westlake, Texas (the Town), and Westlake Estate Partners, Ltd. (the Developer), concerning The Estates of Westlake, an addition to the Town of Westlake, Tarrant County, Texas (the Addition), for the installation of certain community facilities located therein, and to provide Town services thereto. It is understood by and between the parties that this Agreement is applicable to the 14 lots contained within the Addition and to the off-site improvements necessary to support the Addition.

SECTION 1. GENERAL REQUIREMENTS:

- A. The Developer must employ a civil engineer licensed to practice in the State of Texas for the design and preparation of the plans and specifications for the construction of all facilities covered by this Agreement.
- B. No building permit or Certificate of Occupancy for any residential dwelling will be issued until the supporting public works infrastructure within the Addition has been accepted by the Town.
- C. The Developer must furnish the Town maintenance bonds, letters of credit or cash escrows amounting to 20% of the cost of construction of underground utilities and paving. The maintenance bonds, letters of credit or cash escrows will be effective for a period of two (2) years after final acceptance of the Addition by the Town. The maintenance bonds, letters of credit or cash escrows will be supplied to the Town by the contractors performing work, and the Town will be named as the beneficiary if the contractors fail to perform any required maintenance.
- D. Until the maintenance bonds, letters of credit or cash escrows required in Paragraph C have been furnished as required, no approval of work on or in the Addition shall be given by the Town and no work shall be initiated on or in the Addition by the Developer, except as otherwise provided herein.
- E. Upon acceptance by the Town, title to all facilities and improvements mentioned hereinabove shall be vested in the Town and the Developer hereby relinquishes any right, title, or interest in and to said facilities or any part thereof. It is further understood and agreed that until the Town accepts such improvements, the Town shall have no liability or responsibility in connection with any such facilities. Acceptance of the facilities shall occur at such time that the Town, through its authorized representative, provides the Developer with a written

acknowledgment that all facilities are complete, have been inspected and approved and are being accepted by the Town.

F. On all public facilities included in this Agreement for which Developer awards its own construction contract, the Developer must pay the following:

1. Inspection fees equal to three percent (3%) of the cost of the water, street, drainage and sanitary sewer facilities on all facilities included in this Agreement for which Developer awards his or her own construction contract, to be paid prior to construction of each phase and based on actual bid construction cost;
2. Trench testing (95% of Standard Proctor Test);
3. The additional charge for inspections during Saturday, Sunday, holidays, and after normal working hours;
4. Any charges for retesting as a result of failed tests;
5. All gradation tests and/or Atterberg Limit required to insure proper cement and/or lime stabilization;
6. All nuclear density tests on the roadway subgrade (95% of Standard Proctor Test);
7. Technician's time for sampling and preparing concrete coring cylinders (if any);
8. Concrete cylinder tests (4 per set) for concrete (if any);
9. Technician time for sampling and preparing asphalt test specimens; and
10. Performing extraction/gradation, asphalt stability, maximum theoretical gravity, and field density tests.

asphalt

The Town may delay connection of any building to water mains constructed under this Agreement until the water mains and service lines have been completed to the satisfaction of and accepted by the Town.

G. The Developer and any third party, independent entity engaged in the construction of houses (the **Builder**) will be responsible for mowing all grass and weeds and otherwise reasonably maintaining the aesthetics of all land and lots in the Addition which have not been sold to third parties. After fifteen (15) days written notice,

should the Developer or Builder fail in this responsibility, the Town may contract for this service and bill the Developer or Builder for reasonable costs. Should the cost remain unpaid for 120 days after notice, the Town may file a lien on the property so maintained.

- H. Any guarantee of payment instrument (Performance Bond, Letter of Credit, etc.) submitted by the Developer or Contractor on a form other than the one which has been previously approved by the Town as "acceptable" shall be submitted to the Town Attorney for the Town and this Agreement shall not be considered in effect until the Town Attorney has approved the instrument. Approval by the Town shall not be unreasonably withheld or delayed.
- I. Any surety company through which a bond is written shall be surety company duly authorized to do business in the State of Texas, but the Town shall retain the right to reject any surety company as a surety for any work under this or any other developer's agreement within the Town of Westlake regardless of such company's authorization to do business in Texas. Approval by the Town shall not be unreasonably withheld or delayed.
- J. The Developer shall establish The Estates of Westlake Homeowner's Association with by-laws and regulations consistent with the Town's pertinent ordinances and development codes, membership to be mandatory for all homeowners. The Developer must file in the Deed Records of Tarrant County, Texas, the Declaration of Restrictions, Covenants and Conditions in the form attached hereto as Exhibit A. In addition, the Developer and the homeowners' association will be responsible for maintaining all common areas and facilities, and for enforcing the Restrictions, Covenants and Conditions; but the Town also shall have the right to enforce them in its sole discretion.

SECTION 2. FACILITIES:

A. On Site Water:

The Developer agrees to install water facilities to service lots as shown on the final plat of the Addition. Water facilities will be installed in accordance with plans and specifications to be prepared by the Developer's engineer and reviewed by the Town. Further, the Developer shall be responsible for all construction costs, materials and engineering. In the event that certain water lines are to be oversized because of the Town requirements, the Town will reimburse the Developer for the oversize costs greater than the cost of an 8" line.

B. Drainage:

The Developer must construct the necessary drainage facilities within the Addition. These facilities shall be in accordance with the plans and specifications to be prepared by the Developer's engineers, reviewed by the Town Engineer, and made part of the final plat as approved by the Town's Board of Aldermen. The Developer will place new 30" RCP with natural rock headwalls at the two off site locations shown in the construction plans approved by the Town Engineer. The Developer must fully comply with all EPA requirements relating to the planning, permitting and management of storm water which may be in force at the time that development proposals are being presented for approval by the Town. Further, the Developer must comply with all provisions of the Texas Water Code.

C. Law Compliance:

The Developer must comply with all federal, state, and local laws that are applicable to development of the Addition.

D. Streets:

1. Streets will be installed in accordance with plans and specifications to be prepared by the Developer's engineer, which plans and specifications are subject to review and approval by the Town Engineer.
2. The Developer will be responsible for: a) Installation and two year operational costs of street lights. The operational costs are payable to the Town prior to final acceptance of the Addition; b) Installation of all street signs designating the names of the streets inside the Addition, the signs to be of a type, size, color and design standard generally employed by the Developer and approved by the Town in accordance with Town ordinances; c) Installation of all regulatory signs recommended by the Manual on Uniform Traffic Control Devices and as directed by the Town Engineer. The Developer may put in signage having unique architectural features in accordance with Town ordinances; however, should the signs be moved or destroyed by any means, the Town is not responsible for replacement.
3. All street improvements will be subject to inspection and approval by the Town Engineer. The Developer will not begin work on any street to comply with the requirements contained elsewhere in this Agreement. All water, sanitary sewer, and storm drainage utilities which are anticipated to be installed within the street or within the street right-of-way will be

completed prior to the commencement of street construction on the specific section of street in which the utility improvements have been placed or for which they are programmed.

It is understood that in every construction project a decision later may be made to realign a line or service which may occur after construction has commenced. The Developer must advise the Town Engineer as quickly as possible when such a need has been identified and must work cooperatively with the Town to make the utility change in a manner that will be least disruptive to street construction or stability.

E. On-Site Sanitary Sewer Facilities:

The Developer must install on site sanitary sewerage collection facilities to service lots as shown on the final plat of the Addition. Sanitary sewer facilities will be installed in accordance with the plans and specifications to be prepared by the Developer's engineer and reviewed by the Town. The Developer may construct an aerobic sewage treatment system in lieu of a septic type system. The 20,000 foot minimum septic drainage area requirement shall be waived subject, in each case, to the Town Engineer's prior approval of the design. Further, the Developer agrees to complete this installation in compliance with all applicable Town, county, and state ordinances, regulations and codes. The Developer shall be responsible for all construction costs, materials and engineering.

F. Erosion Control:

During construction of the Addition and after the street has been installed, the Developer will keep the streets and drainage areas in and around the Addition free from soil build-up. The Developer will use soil control measures such as hay bales, silt screening, hydromulch, etc., to prevent soil erosion. It will be the Developer's responsibility to present to the Town Engineer a soil control development plan that will be implemented for this Addition. When in the opinion of the Town Engineer, there is sufficient soil build-up on the streets or other drainage areas and notification has been given to the Developer, the Developer will have seventy-two (72) hours to clean the soil from the streets or affected areas. If the Developer does not remove the soil within 72 hours, the Town may cause the soil to be removed by contract and place the soil within the Addition at the Developer's expense. All expenses must be paid to the Town prior to the acceptance of the Addition.

G. Amenities:

It is understood that the Addition may incorporate a number of unique amenities and aesthetic improvements such as an entry feature similar to the concept plan attached hereto as Exhibit B, unique landscaping and walls, and may incorporate specialty signage and accessory facilities. These amenities are subject to the review and approval of the Town Engineer. The Developer agrees to accept responsibility for the construction and maintenance of all such aesthetic or specialty items and other improvements until the responsibility is turned over to the homeowners association.

H. Use of Public Right-of-Way:

It is understood that the Developer may, subject to the Town Engineer's approval, provide unique amenities within public right-of-way, such as landscaping, irrigation, lighting, etc., for the enhancement of the Addition. The Developer must maintain these amenities until the responsibility is turned over to a homeowners association. The Town shall not be responsible for the replacement of these amenities under any circumstances and the Developer and its successors and assigns must indemnify and hold harmless the Town from any and all damages, loss or liability of any kind whatsoever by reason of injury to, property or third persons occasioned by its use of the public right-of-way with regard to these improvements and the Developer must, at its own cost and expense, defend and protect Town against all such claims and demands.

I. Start of Construction:

Before the construction of the streets, and the water, sewer, or drainage facilities can begin, the following must take place:

1. Approved payment and performance bonds must be submitted to the Town in the name of the Town prior to the commencement of any work.
2. At least six (6) sets of construction plans stamped "Released for Construction" by the Town Engineer must be submitted.
3. All fees required must be paid to the Town.
4. The Developer Agreement must be executed.
5. The Developer or Contractor must furnish to the Town a policy of general liability insurance, naming the Town as co-insured, prior to commencement of any work.

6. A pre-construction meeting between the Developer and the Town is required. The Developer or Contractor shall furnish to the Town a list of all subcontractors and suppliers that will be providing greater than a \$10,000 value to the Addition.

SECTION 3. GENERAL PROVISIONS:

- A. The Developer covenants and agrees to and does hereby fully indemnify, hold harmless and defend the Town, its officers, agents, servants and employees, from all claims, suits or causes of actions of any nature whatsoever whether real or asserted, brought for or on account of any injuries or damages (occurring prior to the Town's final acceptance of the Addition) to persons or property, including death, resulting from or in any way connected with the Addition or the construction of the improvements or facilities described herein; and in addition, the Developer covenants to indemnify, hold harmless and defend the Town, its officers, agents, servants and employees, from and against any and all claims, suits or causes of action of any nature whatsoever, brought for or on account of injuries or damages to persons or property, including death, resulting from any failure to properly safeguard the work or on account of any act, intentional or otherwise, neglect or misconduct of the Developer, its contractors, subcontractors, agents, servants or employees.
- B. Venue of any action brought hereunder shall be in Fort Worth, Tarrant County, Texas.
- C. Approval by the Town Engineer or other Town employee of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the Town for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the Town Engineer signifies the Town's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall for a period of four (4) years after the acceptance by the Town of Westlake of the completed construction project, indemnify and hold harmless the Town, its officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the

Town, its officers, agents, servants of employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them or any of them in connection herewith.

- D. This Agreement or any part thereof or any interest herein, shall not be assigned by the Developer without the express written consent of the Town, which consent shall not be unreasonably withheld or delayed.
- E. On all facilities included in this Agreement for which the Developer awards its own construction contract, the Developer must employ a construction contractor who is approved by the Town, and whose approval shall not be unreasonably withheld or delayed, said contractor to meet Town and statutory requirements for being insured, licensed and bonded to do work in public streets and to be qualified in all respects to bid on public streets and to be qualified in all respects to bid upon public projects of similar nature.
- F. Work performed under the Agreement shall be completed within one (1) year from the date hereof. If the work is not completed within one (1) year, the Town may, at its election, draw on the performance bond, letter of credit or other security provided by the Developer and complete the work at the Developer's expense; provided, however, that if the construction under this Agreement shall have started within the one (1) year period, the Town may agree to renew the Agreement with such renewed Agreement to be in compliance with the Town policies in effect at that time.
- G. The Town is an exempt organization under the Section 151.309 Tax Code, and the facilities constructed under this Agreement will be dedicated to public use and accepted by the Town upon acknowledgment by the Town of completion under Section 2F of this Agreement.
 - 1. The purchase of tangible personal property, other than machinery or equipment and its accessories, repair, and replacement parts, for use in the performance of this Agreement is, therefore, exempt from taxation under Chapter 151, Tax Code, if the tangible property is:
 - a. necessary and essential for the performance of the Agreement; and
 - b. completely consumed at the job site.
 - 2. The purchase of a taxable service for use in the performance of this Agreement is exempt if the service is performed at the job site and if:

- a. this Agreement expressly requires the specific service to be provided or purchased by the person performing the Agreement;
or
- b. the service is integral to the performance of the Agreement.

SECTION 4. OTHER ISSUES:

- A. **Off-Site and/or Sewer Pro-Rata:** Not applicable.
- B. **Off-Site Drainage:** See Section 2B.
- C. **Off-Site Water:**

Water facilities will be installed in accordance with plans and specifications to be prepared by the Developer's engineer and reviewed by the Town. Further, the Developer shall be responsible for all construction costs, materials and engineering. If certain water lines are to be oversized because of Town requirements, the Town will reimburse the Developer for the oversize cost.

- D. **Perimeter Street Ordinance:**

The Town hereby waives the perimeter street fee for Pearson Road and Dove Road in exchange for the right-of-way dedications to the Town and the construction of offsite storm drain improvements as shown on final construction plans.

- E. **Tree Preservation Ordinance:**

All construction activities shall meet the requirements of the Tree preservation standard, Unified Development Code Article IX and the "landscape fence" requirements previously agreed to by the Developer and the Town's Planning and Zoning Commission. Strict compliance with the Town's Codes shall be waived only in the right-of-way area for Wyck Hill Lane in exchange for the Developer's construction of the landscaping fence in accordance with the landscape plan approved by Newman Jackson Bieberstein, Inc.

- F. **Fencing Requirements:**

Fencing along Dove Road and Pearson Road may be up to 25% solid masonry wall. The entry feature shall conform to the surrounding landscape "fence." No chain link fencing shall be used in the Addition (except as specified in the Restrictions, Covenants and Conditions).

G. Utilities:

All utilities on or adjacent to the Addition must be placed underground.

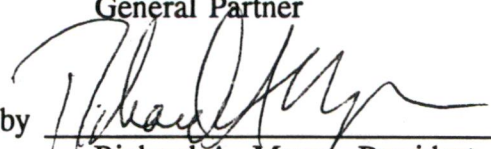
H. Landscaping:

All landscaping must comply with the landscaping plan approved by Newman Jackson Bieberstein, Inc., and must be watered by underground water sprinklers or bubblers in order to ensure the growth of planted materials. All parkways must be sodded to the pavement edge, and watered regularly by an underground system.

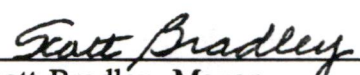
SIGNED AND EFFECTIVE as of the 15th day of January, 1996.

WESTLAKE ESTATE PARTNERS, LTD.

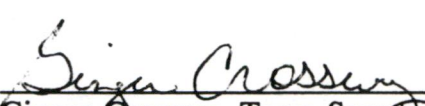
by Realty Capital Partners II, Inc.
General Partner

by 
Richard A. Myers, President

TOWN OF WESTLAKE, TEXAS

by 
Scott Bradley, Mayor

ATTEST:


Ginger Crosswy, Town Secretary

FORM APPROVED BY:


PAUL C. ISHAM, Town Attorney

11
WD

The Estates of Westlake

HOMEOWNERS ASSOCIATION

stan

31 pages

Building Guidelines, Restrictive Covenants, and Bylaws

WESTLAKE, TEXAS

DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF THE ESTATES OF WESTLAKE

Article	Caption	Page No.
ARTICLE I	DEFINITIONS	
Section 1.	Definitions.....	6
ARTICLE II	PROPERTIES SUBJECT TO THIS DECLARATION: ADDITIONS THERETO	
Section 1.	Existing Property.....	7
ARTICLE III	MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION	
Section 1.	Membership.....	7
ARTICLE IV	PROPERTY RIGHTS IN COMMON PROPERTIES	
Section 1.	Members' Easements of Enjoyment.....	7
Section 2.	Title to Common Properties.....	8
Section 3.	Decorative Fencing.....	8
ARTICLE V	COVENANT FOR MAINTENANCE ASSESSMENTS	
Section 1.	Creation of the Lien and Personal Obligation of Assessments.....	8
Section 2.	Purpose of Assessments.....	8
Section 3.	Basis and Maximum of Semi-Annual Assessments.....	8
Section 4.	Special Assessments for Capital Improvements.....	8
Section 5.	Change in Basis and Maximum of Semi-Annual Assessments.....	8
Section 6.	Quorum for any Action under Sections 4 and 5.....	9
Section 7.	Due Date of Assessments.....	9
Section 8.	Duties of the Board of Directors.....	9
Section 9.	Effect of Non-payment of Assessment; Personal Obligations of Owner; Lien, Remedies of Association.....	9
Section 10.	Subordination of the Lien to Mortgages.....	10
Section 11.	Exempt Property.....	10
ARTICLE VI	ARCHITECTURAL CONTROL	10
ARTICLE VII	RESTRICTIVE COVENANTS	10
ARTICLE VIII	EASEMENTS RESERVED	13
ARTICLE IX	GENERAL PROVISIONS	13
Section 1.	Duration.....	13

Section 2.	Reserved Rights of Developer.....	14
Section 3.	Sales Office.....	14
Section 4.	Invalidation and Severability.....	14
Section 5.	Acceptance of Declaration.....	14
Section 6.	Interpretation.....	14
Section 7.	Other Committees.....	14
Section 8.	Assignment.....	14
Section 9.	Notices.....	14
Section 10.	Enforcement.....	14
Section 11.	Amendments.....	14
Section 12.	Rules and Regulations.....	14

THE ESTATES OF WESTLAKE HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

1.	TENANTS.....	15
2.	COMMON SPACE.....	15
3.	GENERAL.....	16
4.	SANCTIONS.....	17

ARCHITECTURE AND LANDSCAPE GUIDELINES FOR THE ARCHITECTURAL CONTROL COMMITTEE

PURPOSE.....	17
GENERAL CRITERIA.....	17
CONFORMANCE WITH DECLARATION.....	17
DESIGN COMPATIBILITY.....	17
LOCATION AND IMPACT ON NEIGHBORS.....	17
SCALE.....	17
MATERIALS.....	17
WORKMANSHIP.....	18
TIMING.....	18
HOMES.....	18
FENCES.....	18
DECKS.....	19
STORAGE SHEDS.....	19
STORM AND SCREEN WINDOWS AND DOORS	20
RECREATION AND PLAY EQUIPMENT.....	20
SWIMMING POOLS.....	20
MAJOR EXTERIOR ALTERATIONS.....	20
GARAGES.....	20
DRIVEWAYS AND/OR PARKING PADS/SIDEWALKS/ DRIVE APPROACHES.....	21
GREENHOUSES.....	21
MISCELLANEOUS.....	21
AIR CONDITIONERS.....	21
ATTIC VENTILATORS.....	21

CHIMNEYS AND METAL FLUES.....	21
DOG HOUSES AND RUNS.....	21
EXTERIOR LIGHTING.....	21
WINDOW CURTAINS.....	21
EXTERIOR PAINTING.....	21
TRASH CANS.....	22
HOUSE NUMBERS.....	22
MAILBOXES.....	22
PERMANENT BARBECUE PITS.....	22
AUTO MAINTENANCE.....	22
RETAINING WALLS.....	22
SHUTTERS.....	22
FLASHING AND PLUMBING VENTS.....	23
LANDSCAPING.....	23
VEGETABLES GARDENS.....	23
APPLICATION PROCEDURE.....	23

**BYLAWS OF
THE ESTATES OF WESTLAKE HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I	OFFICES, DEFINITIONS	
Section I:	Registered Office and Agent.....	24
Section II:	Other Offices.....	24
Section III:	Definitions.....	24
ARTICLE II	MEMBERSHIP AND VOTING RIGHTS	
Section I:	Membership.....	24
Section II:	Voting Rights.....	25
Section III:	Methods of Voting.....	25
ARTICLE III	MEETING OF MEMBERS	
Section I:	General Meetings.....	25
Section II:	Annual Meeting.....	25
Section III:	Members List.....	25
Section IV:	Call for Special Meetings.....	25
Section V:	Notice.....	25
Section VI:	Quorum; Adjournments.....	26
Section VII:	Transaction of Business.....	26
ARTICLE IV	DIRECTORS	
Section I:	Powers.....	26
Section II:	Number and Election.....	26
Section III:	Term of Office.....	26
Section IV:	Removal; Filling Vacancies.....	26
Section V:	Prohibition of Cumulative Voting.....	27
Section VI:	Location of Meetings.....	27
Section VII:	Annual Meetings.....	27
Section VIII:	Regular Meetings.....	27
Section IX:	Special Meetings.....	27
Section X:	Quorum.....	27

Section X:	Quorum.....	27
 ARTICLE V NOTICES		
Section I:	Formalities of Notices.....	27
Section II:	Waiver of Notices.....	27
 ARTICLE VI OFFICERS		
Section I:	Miscellaneous Provisions.....	28
Section II:	Other Agents.....	28
Section III:	Duties.....	28
Section IV:	Salaries.....	28
Section V:	Tenure; Removal; Vacancies.....	28
 ARTICLE VII COMMITTEES		
Section I:	Number.....	29
Section II:	Architectural Control Committee.....	29
Section II:	Finance Committee.....	29
Section IV:	Management Committee.....	29
Section V:	Communications and Social Committee.....	29
Section VI:	Rules and Regulations Committee.....	29
Section VII:	Elections Committee.....	30
 ARTICLE VIII GENERAL PROVISIONS		
Section I:	Fiscal Year.....	30
Section II:	Seal.....	30
Section III:	Indemnification.....	30
 ARTICLE VIII AMENDMENTS		
Section I:	Amendments.....	30

**DECLARATION OF RESTRICTIONS, COVENANTS AND
CONDITIONS OF THE ESTATES OF WESTLAKE**

STATE OF TEXAS }
 }
COUNTY OF TARRANT }

KNOW ALL MEN BY THESE PRESENTS:

This Declaration made this the tenth day of April, 1996 by WESTLAKE ESTATE PARTNERS, LTD., a Texas limited partnership, hereinafter called "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the real property in Tarrant County, Texas, Described in Article II, Section 1 of this Declaration and desires to create thereof a planned community with open spaces and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community for the maintenance of said open spaces and other common facilities, and to this end desires to subject the real property described in Article II, Section 1, to the covenants, restrictions, conditions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants, restrictions and conditions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to be incorporated under the laws of the State of Texas, as a non-profit corporation, The Estates of Westlake Homeowner's Association, Inc., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Developer declares that the real property described in Article II, Section 1, shall be held, transferred, sold conveyed and occupied subject to the covenants, restrictions, conditions, easements, charges and liens (sometimes referred to herein as "restrictions, covenants and conditions") hereinafter set forth.

ARTICLE I

Definitions

Section 1. The following words, when used in this Declaration or any supplemental Declaration (unless otherwise indicated) shall have the following meanings:

- a. **"Association"** shall mean and refer to The Estates of Westlake Homeowners' Association, Inc., its successors and assigns.
- b. **"The Properties"** shall mean and refer to all existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration.
- c. **"Common Properties"** shall mean and refer to those areas of land shown on any recorded

subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the members of the Association.

d. **"Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision plat of The Properties, with the exception of Common Properties as herein defined.

e. **"Living Unit"** shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

f. [Intentionally deleted.]

g. **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit which is a part of The Properties, including purchasers under contract from Developer, but not withstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

h. **"Member"** shall mean and refer to every person or entity who holds membership in the Association.

i. **"Developer"** shall mean and refer to Westlake Estate Partners, Ltd., its heirs, successors and assigns.

ARTICLE II

Properties Subject to This Declaration: Additions Thereto

Section 1. Existing Property - The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Tarrant County, Texas, and is more particularly described on Exhibit A attached hereto and incorporated herein for all purposes.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, shall be a member of the Association (provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member), and any person or entity who acquired any such fee or undivided fee interest shall be deemed to have accepted membership and assumed all obligations thereof. Lot Owners shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE IV

Property Rights in Common Properties

Section 1. Members' Easements of Enjoyment. Subject to these terms, conditions and provisions hereof, every Member shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit. In addition, any member may delegate, in accordance with the Bylaws of the Association, his right and easement of enjoyment to members of his family, his guests, his tenants, or

contract purchasers who reside on the property.

Section 2. Title to Common Properties. Developer shall retain the legal title or easements to the Common Properties until such time as development construction has been completed thereon.

Section 3. Decorative Fencing. In addition to the other common areas defined herein, the Common Properties shall include decorative fencing around a portion of the perimeter of the Properties and a portion of the Common Property. The design and materials of construction and/or repair of the said decorative fence shall be approved by the Architectural Control Committee.

ARTICLE V

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot or Living Unit owned by him within The Properties, hereby covenants, and each Owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments of charges, (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. Such annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Separate annual or special assessments shall be made upon each Lot or Living Unit whether or not there is more than one Living Unit per Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties, and, in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon or appurtenant to The Properties, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. Annual assessments shall begin on the first day of the month following the initial conveyance of any Lot by the Developer, and annual assessment for the Owner of each Lot or Living Unit shall be determined at an annual rate.

The Board of Directors of the Association, may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assignment, applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 66 2/3 percent of the votes of each Member who has voted in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance setting forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. From and after January 1 of the year immediately following the commencement of annual assessments, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise if any, of the Consumer Price Index (published by the

Department of Labor, Washington, D.C.) for the preceding month of July.

From and after January 1 of the year immediately following the commencement of assessments, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the Members, provided that any such change shall have the approval of two-thirds (2/3) of the Members voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

The limitations of Article V, Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Bylaws and under the provisions of this Declaration.

Section 6. Quorum for any Action under Sections 4 and 5. The Quorum for any action authorized by Sections 4 and 5 shall be as follows:

- a. At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast 51 percent of all the votes of the membership shall constitute a quorum.
- b. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Due Date of Assessments. The semi-annual assessments provided for herein shall become due and payable on the 1st day of January after the commencement day herein above set out and the due date of any special assessment under Article V Section 4 hereof shall be fixed in the resolution authorizing such assessment.

The Board of Directors may, at its option, change the annual assessments to semi-annual or monthly assessment and determine the due date thereof.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall, upon the commencement date herein provided, prepare a roster of the Properties and assessments applicable thereto which shall be kept in the office of the Association, and shall be open to inspection by any Owner. Written notice of the initial assessment and of any subsequent changes therein shall be forthwith sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificate and such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-payment of Assessment: Personal Obligations of Owner; Lien; Remedies of Association. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, forthwith become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the petition in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the Court, together with costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-usage of the Common Properties or abandonment of his property.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and lien created herein:

- a. All properties to the extent of any easement or any other interest therein dedicated and accepted by the local public authority and devoted to public use.
- b. All Common Properties as defined in Article 1, Section 1, hereof.
- c. All properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI Architectural Control

The Architectural Control Committee shall be composed of three (3) or more representatives appointed by Developer. Developer shall retain right to appoint and/or remove representatives at his/her discretion until such time as Developer shall determine that appointment and/or removal of committee members shall be determined by the Board of Directors.

The Architectural Control Committee shall review all construction plans according to a procedure to be established by Developer. This procedure shall be hereinafter known as "Application". Upon submission of completed Application, the Architectural Control Committee shall have thirty (30) days to review the Application and vote to approve or disapprove the application. In the event of approval or disapproval, the Architectural Control Committee shall give the approval/disapproval to the Applicant in writing.

ARTICLE VII Restrictive Covenants

Each of the specifically numbered Lots shown upon any recorded residential subdivision map of The Properties (as distinguished from such land, if any, within the limits of such subdivisions which is not specifically platted and numbered as Lots) shall be impressed with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance for continuity and conformance with the intended master plan of the premises:

- a. No dwelling, accessory structure, alterations to existing structures, fence, or landscaping shall be erected or maintained on any Lot until the plans and specifications for same have been submitted according to the current Application Procedure and approved by the Architectural Control Committee prior to commencement of the same.
- b. No trees shall be removed except by utility easements as required in furnishing of utility services, and no building, fence, wall, or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the details, plans and specifications showing the color, nature, kind, shape, height, materials and location of same shall have been submitted; in writing, to and approved according to the Application Procedure, as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee.
- c. All dwellings shall be constructed to front on the street on which the Lot fronts unless any Lot in

- question fronts on two streets in which case the dwelling constructed on such Lot shall front, as the Architectural Control Committee may approve, on either of the two streets or partially on both.
- d. All dwellings and accessory structures shall be erected and maintained behind the building line shown on the lot, or as otherwise approved by the Architectural Control Committee.
 - e. No dwelling or accessory structure shall be erected or maintained nearer than forty (40) feet from one side line and forty (40) feet from the other side line of any Lot or as approved otherwise by the Architectural Control Committee.
 - f. The floor area (that enclosed for heating and/or air conditioning) of any Living Unit shall be not less than the following; all lots shall contain a minimum floor area of 4,000 square feet in the Living Unit.
 - g. All dwellings shall be constructed of stone, stucco, masonry, brick, or of a glass building material of the kind usually used for outside wall construction, or of such other materials as may be approved by the Architectural Control Committee, to the extent of at least ninety percent (90%) of the area of the outside walls on the first floor. The second floor of such dwellings may be masonry or such other material as may be approved by the Architectural Control Committee.
 - h. No fence, wall, or hedge shall be placed on any portion of the sites with a greater height than seven feet (7'), and no fence is permitted on any part of any Lot unless approved by the Architectural Control Committee. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property or at the request of the Architectural Control Committee. Owners of Lots 1, 2, 3, 13 and 14 shall be required to install the same type of decorative fencing on the rear of their Lot as installed by the Developer in the entry areas, if the Owners desire to construct fencing on the rear of their Lots.
 - i. All Lots shall be used for single-family residential purposes only, no building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residence may not exceed two and one-half (2-1/2) stories in height (excluding basements), and a private garage as provided below.
 - j. Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons living together as a single housekeeping unit, together with any household servants.
 - k. None of the Lots shall be subdivided into smaller Lots.
 - l. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
 - m. No noxious or offensive act or activity shall be allowed upon any Lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.
 - n. No sign shall be erected or maintained on any Lot except a "for sale" sign which sign shall not exceed fifteen (15) square feet in size, or a sign owned by the Developer or by the Association.
 - o. Windows and doors which have a public view shall be of wood construction (including clad wood construction), masonry or cast stone headers, sides and sills.
 - p. Roofs shall be composition shingles, wood shingles, slate, imitation slate, or roof tiles if compatible in color and texture with the prevailing roofing of homes within The Property. Other roofing materials must be approved in advance by the Architectural Control Committee.

- q. No radio, television, satellite dish or other aerial shall be erected or maintained on any Lot except as approved by the Architectural Control Committee.
- r. The garage door of any house or residence within The Properties must open to the rear or side of the house or as approved by the Architectural Control Committee. In all instances, the garage of any dwelling shall be situated and/or screened with decorative fencing or other materials whereby the street view into the garage is restricted.
- s. Sporting, recreation, exercise and or play equipment, dog runs or other outdoor items shall not be visible to the public or adjacent property owners.
- t. A Lot or any portion of any Lot that is exposed to the public view must be maintained by the property Owner in a neat and orderly fashion. In the event this restriction is not complied with, the Association has the right to cause this maintenance to be done at the expense of the property Owner.
- u. No Lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc.
- v. No drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other similar structure shall be erected, maintained or permitted upon any Lot.
- w. No outbuilding, shop, trailer or residence of a temporary character shall be permitted (except as otherwise reserved as a right by Developer). No building material of any kind shall be stored upon the Lot until the Owner is ready to commence improvement.
- x. No boat, trailer, mobile home, camper, boat trailer or similar wheeled vehicle shall be stored (except temporarily, not to exceed 24 hours) nearer to the street than the front of the Living Unit situated thereon. No house trailer, mobile home, camper, boat trailer, or similar wheeled vehicle shall be stored or parked on any Lot except in a closed garage or within the fence, wall or enclosed portion of such Lot and any such fence, wall or other enclosure shall be subject to approval by the Architectural Control Committee, with the exception of reserved rights of Developer.
- y. All houses and structures permitted shall be completed within nine (9) months from date of commencement of construction or unless otherwise extended by the Architectural Control Committee. No structure shall be occupied unless and until the premises are connected in a proper way with its sewage treatment system.
- z. Specifically exempted from the provisions of this section are activities by Developer, carried out in the regular pursuit of construction, maintenance and sales within the subdivision which exemption shall end when all development activity including sales by them are completed.
- aa. No vehicle of any size which transports inflammatory or explosive or hazardous cargo may be kept in the Properties at any time.
- bb. No mailbox shall be installed without the prior approval of the Architectural Control Committee.
- cc. Each Lot on which a residential Living Unit is constructed shall contain an underground water sprinkler system for the purpose of providing sufficient water to preserve and maintain the landscaping in a healthy and attractive condition.
- dd. Each lot on which a dwelling unit is constructed shall have landscaping including but not limited to, shrubs, flowers, trees, ground cover, and grass, of a sufficient quality, quantity and design to be compatible with the intent of Developer. Landscaping of a Lot shall be completed within one hundred twenty (120) days after the date on which the Living Unit is ninety percent (90%) complete. Lot

owners shall use reasonable efforts to preserve, keep and maintain the Landscaping in a healthy and attractive condition. Landscape plans must be submitted and approved by the Architectural Control Committee prior to installation.

ee. Each Lot owner shall mow and maintain the landscaping and vegetation on his/her Lot in such a manner as to control weeds, grass and/or other unsightly growth at all times. If after ten (10) days prior written notice and owner shall fail to (i) control weeds, grass and/or other unsightly growth; (ii) remove trash, rubble, building and construction debris; or (iii) exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, then the Association shall have the easement, authority and right to go onto said Lot for the purpose of mowing and cleaning said Lot on each respective occasion of such mowing or cleaning. The assessments together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage or any renewals or extensions thereof existing prior to the assessment date.

ff. At the time of initial construction of any Living Unit, each residential dwelling shall include provisions for the installation of smoke detectors and such other safety and security devices which, in the opinion of the Architectural Control Committee, are reasonably required for the individual Living Unit.

gg. Each Lot on which a residential Living Unit is constructed shall contain an underground aerobic-type sewage treatment system, which system shall be subject to the approval of the Architectural Control Committee. The Association shall contract with an aerobic system maintenance company to provide the maintenance to all such systems.

hh. Each Owner of any Lot or dwelling unit in The Properties, shall maintain his Lot and shall construct and maintain all improvements thereon in accordance with the applicable ordinances and regulations of the Town of Westlake.

ARTICLE VIII Easements Reserved

a. No building or other permanent structure (except fencing) shall be erected or maintained within areas designated on any recorded plat of The Properties as utility, drainage or landscaping easements, except as may be approved by the Architectural Control Committee and the Town of Westlake.

b. Developer reserves for the use and benefit of the Association a perpetual easement as shown on the recorded plat of The Properties, and of such other additions as may hereafter be covered and included in this Declaration as Supplemented for the purpose of erecting a fence of reasonable height and composition. The Homeowners Association shall repair and maintain the fence as needed.

ARTICLE IX General Provisions

Section 1. Duration. The restrictions, covenants and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of Fifty-One Percent (51%) of the Lots or Living Units has been recorded, agreeing to change said restrictions, covenants and conditions in whole or in part; provided, however, that no such agreement to change shall be effective unless made



and recorded one (1) year in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken.

Section 2. Reserved Rights of Developer. Notwithstanding any other provision hereof, Developer reserves the right (upon application and request of the owner of any Lot) to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such applicant owner by Developer) the application of any of these covenants and restrictions to such Lot if, in the sole discretion of Developer such action be necessary to relieve hardship or permit good architectural planning to be affected. Developer also reserves the right: To redivide and replat any of the property shown on the Plat of any Lot or Unit now or hereafter recorded for any Lot or Unit of The Properties at anytime in question owned by Developer without any notice or consent of any other Owner.

Section 3. Sales Office. Developer may designate the location of a Sales Office for use in offering Lots for sale, and for all purposes incident thereto. Said use is intended as temporary, and shall cease at such time as seventy five percent (75%) of the Lots in all have been sold and Living Units constructed thereon, or on December 31, 1996, whichever is the later.

Section 4. Invalidation and Severability. The invalidation by any Court of any reservation, covenant and restriction herein or in any contract or deed contained shall not impair the full force and effect of any other reservation, covenant or restriction.

Section 5. Acceptance of Declaration. The provisions hereof are hereby made a part of each contract and deed in respect of any Lot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

Section 6. Interpretation. Developer's interpretation of the meaning and application of the provisions hereof shall be final and binding on all interested parties at any time in question.

Section 7. Other Committees. Developer may appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Developer.

Section 8. Assignment. Developer may assign to any person or corporation any or all rights, powers, reservations, easements and privileges herein reserved by and to Developer and any such assignee shall have the same right to so assign.

Section 9. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 10. Enforcement. Enforcement of these restrictions, covenants and conditions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such restrictions, covenants and conditions, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any restriction, covenant or condition herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 11. Amendments. Notwithstanding anything herein above, Developer, at its sole discretion, may amend or change these covenants and restrictions with the consent of at least Fifty-One percent (51%) of the outstanding votes of the Association.

Section 12. Rules and Regulations. Developer may adopt certain reasonable rules and regulations, together with sanctions for the violation thereof, to insure maintenance of the character

and quality of The Estates of Westlake in harmony with the guidelines set forth in these Restrictive Covenants and Conditions. From time to time, the Association may amend or vary such rules and regulations according to the Bylaws of the Association.

THE ESTATES OF WESTLAKE HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

In order to carry out the mandates of the Declaration of Restrictions, Covenants, and Conditions, the Articles of Incorporation, and the By-laws of the Estates of Westlake Homeowners Association, the Board of Directors has adopted the following Rules and Regulations. These Rules and Regulations have been adopted to more clearly define the intent of the above documents. They are intended to protect health, promote safety, preserve the natural environment, and to promote harmony and tranquillity within The Properties. They will be enforced uniformly to all owners, tenants, and guests. They are designed to affect only those activities of a common nature occurring on common open space and not to regulate the private and personal lives of the members.

The Rules and Regulations are organized under the following broad categories:

1. Tenants
2. Common Open space
3. General
4. Sanctions

1. TENANTS

Any Owner of a Lot with a home may lease the home and Lot to any person without approval by the Association. However, the Association does have the following minimum requirements concerning tenants which must be followed. These requirements are set forth to assist tenants and to involve them in the life of the community and not to adversely affect an Owner's right to lease property.

A. Any Owner leasing their home must furnish the name and address of the tenant to the Association. The Owner must also furnish the new address of the Owner for the Association records.

B. The term of the lease shall not be less than 30 days.

C. The lease form shall have a clause which states that the tenant shall abide by the Rules and Regulations, and the Architecture and Landscape Guidelines of the Association. The tenant also assumes responsibility for guests using Association property.

D. The Owner shall assume all responsibility for actions of tenants and guest. Therefore, a copy of the Rules and Regulations, and the Architecture and Landscape guidelines shall be furnished by the Owner to the tenant with the lease.

2. COMMON OPEN SPACE

The wooded and natural open spaces are intended for the quiet and peaceful use of the Owners, residents, and guests. The intent is to preserve these areas for the enjoyment of the members. The following regulations are designed to protect the trees, bushes, plants, animals, birds, and others from harm or molesting by persons or pets.

A. The carrying or discharge of any firearms on common property is prohibited except for those specifically conducted by the Association. Firearms shall include rifles, shotguns, revolves, air pistols, pellet guns, air guns of all kinds, bows and arrows, crossbows, traps, and snares.

B. Firecrackers and fireworks are not permitted.

- C. Trees, bushes, and shrubs shall not be defaced or cut down. The Association shall provide for necessary maintenance for the Landscape Easements along Pearson Lane and Dove Road and the Common Areas.
- D. Open fires, burning charcoal or other flammable material is not permitted without express written approval from the Association.
- E. Owners of pets are responsible for their actions on the open space. They shall be under control at all times so as not to bother, endanger, or be a nuisance to animals, birds, or persons using the open space.
- F. No littering or depositing of refuse or grass clippings is permitted on the open space.
- G. No motorized vehicles of any type are permitted on the open space including those as small as motor bikes or go-carts.
- H. No swimming permitted in water areas, if any. The use of this area limited to Owners, tenants, and their accompanied guests.
- I. The landscaped entrance ways at the entrance to The Estates of Westlake are maintained by the Association. No cutting is permitted of the plant material, no signs may be placed on the property, and no defacing of the Estates of Westlake entry wall or alterations to it are permitted. The adjacent fence and landscaping areas will also be maintained by the Association.

3. GENERAL

These Rules and Regulations apply throughout the community and are intended to promote the peaceful and tranquil lifestyle intended for the development of The Estates of Westlake. These rules and regulations are intended to permit freedom, while at the same time, protect privacy and enhance property values. The following are set forth with the above principles as a base.

A. Pets are permitted as provided in the Declaration. However, the right to own and maintain a pet carries with it the responsibility to accept liability for actions by pets. The following rules apply to pets in The Properties:

1. Dogs and cats may not run loose.
2. Dogs and cats must be walked with a leash or under strict voice control within a distance of a leash.
3. Dogs kept outdoors in a pen may not disrupt the neighborhood by continuous barking.

B. Motor vehicle laws of the State of Texas and the Town of Westlake apply to all roads in The Properties. These roads are used by pedestrians, bicycles, and motor vehicles. Therefore, drivers are urged to use caution. In order to provide safety, the Association will inform the Town of Westlake of repeated speeding or dangerous driving to assist in the protection of the community.

C. Trash and garbage shall be in containers with a lid or strong plastic bag to stop animals and insects from entering, spreading litter or causing a health hazard. The containers shall not be left out in front yard for over 24 hours so as to be unsightly.

D. Emergency auto repair or infrequent scheduled maintenance on motor vehicles performed in the rear driveway of one's residence is acceptable. Such repair or maintenance work shall not be performed on any street in The Properties nor shall such work be performed on any unpaved area of any Lot located in The Properties. Other automobile repairs which constitute more than scheduled maintenance items is

4. SANCTIONS

In the spirit of community it is anticipated that these rules and regulations will be followed and adhered to by residents of The Estates of Westlake. The Association may remind residents of these rules and regulations from time to time for those who forget. However, willful flagrant violations by people who repeatedly violate these rules and regulations will be subject to fines or sanctions or both as determined by the Board of Directors.

ARCHITECTURE AND LANDSCAPE GUIDELINES FOR THE ARCHITECTURAL CONTROL COMMITTEE

PURPOSE

These guidelines are intended to explain the concepts and philosophy used by the **Architectural Control Committee (the "ACC")** in its review of plans and applications for activities undertaken in Articles VI and VII of the Declaration of Restrictions, Covenants and Conditions of The Estates of Westlake. They are intended to provide the design philosophy under which the ACC will function and provide property Owners with guidance in submitting applications to the Committee. The intent is to give direction in order to achieve the harmonious design with special attention to classical, historically fine details as is the intent of Developer.

GENERAL CRITERIA

The ACC will make its decision based upon these General Criteria and upon specific Elements Criteria which are presented in the following section. The decisions made by the ACC are not based upon personal opinion or taste. The overriding concern is one of harmony. The following criteria are presented as guides for the Community.

CONFORMANCE WITH DECLARATION

All applicants are reviewed to confirm that the project is in conformance with the Declaration.

DESIGN COMPATABILITY

The proposed improvement must be compatible with the architectural character of the applicant's house, adjoining houses, and the neighborhood setting. Compatability is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details.

LOCATION AND IMPACT ON NEIGHBORS

The proposed alteration should relate favorably to the landscape, the neighbors' homes and improvements, and the existing structure of the neighborhood.

The primary concerns are access, view, sunlight, ventilation and drainage. For example, blocking views or breezes, casting an unwanted shadow on a neighbor's property, or infringing on a neighbor's privacy are to be avoided.

It is suggested that changes to a property which affected a neighbor's property be discussed with that neighbor in advance of submitting the Application. In some cases, it may be appropriate to submit the neighbor's comments along with the Application.

SCALE

The size (in three dimensions) of the proposed construction should relate well to existing structures. The topography should be considered when considering scale.

MATERIALS

Compatible materials should be used within the requirements of Article VII g. Greater harmony can be achieved with the use of few materials. For example, brick and wood or stucco and wood can achieve this effect.

WORKMANSHIP

The quality of workmanship prevalent in the neighborhood, if a new house, or the quality in the original house, if an addition, should be maintained. Poor quality can be a visual blight to the neighborhood. Poor quality can also create health hazards.

TIMING

Construction should be so scheduled so as to not leave a partially completed project for an undue period of time. Projects which remain uncompleted for a period of time with no visible signs of work each week are a visual blight. They can also be an unattractive hazard and nuisance and therefore for purposes of safety, work should move as rapidly as possible toward completion. The length of time for completion stated on the Application shall be a factor to be considered prior to approval. See Article VII y. for new homes.

ELEMENTS CRITERIA

HOMES

Plans should show the following information:

1. House on the Lot with distances to all property lines and distances to houses on adjacent Lots if occupied.
2. Topography of Lot at five foot contour intervals and location of driveway and any parking pads.
3. Any landscaping proposed on a Lot shall show all plant materials both existing and proposed which are intended to be used as any part of the design. Common plant names are to be used.
4. Front, rear, and side elevations of house with a listing of materials and colors to be used. Paint chips which show the finished color should be included as part of the submission.

The harmony of The Estates of Westlake will be enhanced if clean simplicity is used in design. Non-functional or false elements are to be avoided. Consideration shall be given to sun, shade, views of neighboring houses, prevailing wind, and architectural theme and colors of surrounding homes. If changes in grade or other conditions which will affect grading are anticipated, they must be indicated. Generally, approval will be denied if adjoining properties are adversely affected by changes in drainage.

FENCES

Fencing should relate to the principle architectural feature of the house in design, location and the way in which it connects to the existing house. Planting may often be integrated with all fencing schemes in order to soften the visual impact. Fences along rear yards or fences along side yards shall follow the contour of the natural topography. The bottom of the fence should be no more than 6" to 12" above grade at any point depending on fence type. Gates should match or complement fencing in design, material, height and color.

Fencing is used to separate property, provide security and visual privacy, or architecturally define space. In achieving any one of these goals, a barrier is created which is both visual and physical impact on the boundaries of common land and property of adjacent homeowners. Careful consideration should be given to the basic fencing concept and the manner in which the concept is executed.

There are alternatives to fencing that may achieve the needed results. For example, short segments of screen fence may be combined with landscaping to achieve the desired amount of privacy without a severe impact on natural open space. Use of plant material alone can be an alternative.

Fence height should not be greater than is necessary for its intended use since fencing can have a significant impact on adjoining properties and community open space. The height and design of fences should generally conform to other fencing in the area.

Property Separation - Where the homeowner's goal is property separation but not privacy, an "open" fence may be appropriate. Open fences, such as wrought iron, provide visual definition of property boundaries without obstructing views.

Security - Many homeowners wish to restrict children or pets to or from their property. Security fences where privacy is not a factor can be the "open" type. Where security is desired for safety reasons, such as around swimming pools, vertical fencing of sufficient height should be more

appropriate since horizontal fencing may easily be climbed by small children.

Architectural Definition of Space - The definition of outdoor space for strictly architectural reasons encompasses some of the suggestions made above but for strictly visual rather than functional reasons. More "solid" fencing will provide a strong visual barrier, however, the same effect may be achieved by an "open" fence in conjunction with certain plant materials such as ivy which may be trained to grow on the fence.

In selecting a fence it is important to remember that the homeowner's functional needs must also be related to prevailing fence styles in the neighborhood. Location, height, materials and color are the primary factors which should be considered.

Height - The height of a fence, the topography of the land, the relative distance of an observer affect both the amount of privacy afforded by a fence and its degree of visual impact.

Location - Most fencing involves boundary line consideration to some degree. Therefore, Applications must show exact relationship with property lines.

Extending privacy fencing farther from the house does not necessarily increase privacy but can adversely increase the impact on common open space. Therefore, the extension of privacy fencing from the face of the houses should be minimized.

Materials and Colors - Fencing should be compatible with the materials and colors in the applicant's house and the prevailing materials in adjacent houses. Continuity of texture and the scale of materials should be considered. In many cases, fencing may be left to weather naturally.

Masonry may be an integral part of a fencing scheme. Masonry should match or be compatible with the masonry used in the applicant's house. Fencing design and materials must comply with the applicable ordinances of the Town of Westlake. Chain link fencing will only be allowed around a dog run, provided that the dog run is properly screened with shrubs from the view of neighbors. Solid wood fencing will only be allowed along Lots' side and rear yards which do not front on public roads. If such wood fencing is installed on a side yard, it shall be placed no further forward in the Lot than the rear of the Living Unit. In addition, it shall be set back seven feet from the side yard property line with the seven foot set back area irrigated and landscaped with shrubs and trees. Masonry fences that front along public roads shall be limited to twenty-five percent solid wall, with the remainder consisting of open-type fencing and masonry.

DECKS/PATIOS

Decks are an extension of the house and thus have significant impact on its appearance. Decks may also affect the privacy of adjacent properties. These two factors are weighed heavily in the review of applications. Decks should be compatible in materials and color with the applicant's house. Masonry decks and patios should be installed. Modifications to existing decks should provide continuity in detailing such a material, color, and the design of railing and trim.

Deck configurations should relate to the plan outline and window and door openings of the house where possible. Approval of other exterior modifications such as new exterior door locations which are a part of the deck application are contingent upon completion of the deck. Privacy of adjacent homes should be considered when planning decks. Decks on attached houses should not adversely affect the privacy of adjacent houses.

Planting should be provided at post foundations and on low decks to screen other structural elements and to soften visual impact. Shadow patterns created by decks should be considered both as they affect the use of outdoor space as well as impact on grass and plant material.

If changes in grade or other conditions which will affect drainage are anticipated, they must be indicated. Generally, approval will be denied if adjoining properties are adversely affected by changes in drainage.

STORAGE SHEDS

Materials and color should match or generally be compatible with the house or fence to which it is most visually related or physically attached. In most instances, this includes matching major materials such as siding and roofing, dominant colors, construction details such as trim, and pitch of

roof. A shed located away from the house should blend with nature and muted earth tones are best. The shed should be heavily landscaped to screen it from view from any adjoining Lots.

While sheds must provide sufficient volume for their intended use, they must be of a size which is appropriate for the size of the property and which is architecturally compatible with the applicant's house and adjacent houses. Standard pre-fab metal storage sheds will not be approved.

STORM AND SCREEN WINDOWS AND DOORS

Storm or screen doors should be painted to match entry doors behind them. However special consideration will be given to doors that match architectural trim. Consideration will depend upon the design of the particular door and its relation to the design of the house and adjacent houses.

Generally, storm windows and screen window frames should be compatible with the color of existing window frames.

RECREATION AND PLAY EQUIPMENT

Equipment utilizing natural materials is encouraged. Metal play equipment, exclusive of the wearing surfaces (slide poles, climbing rungs, etc.), free standing basketball backboards and their poles should be painted a muted earth tone to blend with the natural surroundings and installed only in rear yards.

SWIMMING POOLS

The impact of required security fencing on open space is significant and must be carefully related to adjacent property. In addition, the homeowners should consider safety within the pool areas as well as the impact of increased noise levels on adjacent property. It is suggested that proposed swimming pools be discussed with adjacent property owners. Above-ground swimming pools will not be approved.

Pools should be located in rear yards, although consideration will be given to property of unusual configuration of unusual topographic features. Generally, the wall of swimming pools should be kept an adequate distance away from adjacent property. removal or disturbance of existing trees should be avoided or minimized.

The pool and any mechanical equipment must be protected by a fence. Fences and gates should conform to that portion of these guidelines pertaining to fencing. Approval of the fence will be considered a part of the swimming pool application and shall be contingent upon completion of the pool.

MAJOR EXTERIOR ALTERATIONS

Major alterations are generally considered to be those which substantially alter the existing structure either by subtraction and/or addition. However, other site changes such as driveway modifications are also included.

The design of major alterations should be compatible in scale, materials, and color with the applicant's house and adjacent houses. Pitched roofs should match the slope of the roof on the applicant's house.

The location of major alterations should not impair the views, or amount of sunlight and natural ventilation on adjacent properties.

New windows and doors should match the type used in the applicant's house and should be located in a manner which will relate well with the location of exterior opening in the existing house.

If changes in grade or other conditions which will affect drainage are anticipated, they must be indicated. Generally, approval will be denied if adjoining properties are adversely affected by changes in drainage.

Construction materials should be stored so that impairment of views from neighboring properties is minimized. Excess material and debris should be removed as soon as possible.

GARAGES

Detached garages should relate appropriately to the house and its environs. Specific site and design considerations will be evaluated on their individual merits.

Garage doors should be straightforward and without ornamentation. Roof configuration and ridge lines should relate to those of the applicant's house.

DRIVEWAYS AND/OR PARKING PADS/SIDEWALKS/DRIVE APPROACHES

Generally, only hard stabilized surfaces of concrete or asphalt will be approved. Materials other than these will be considered if they are compatible with the surroundings. Care must be exercised in any drainage changes.

GREENHOUSES

Greenhouses should be located in the rear of the house, although in special instances front or side yard locations will be given consideration.

The greenhouse should maintain a continuity of building lines, materials, etc., with the primary structure.

Detached greenhouses should conform to the guidelines established for storage sheds regarding location and size.

MISCELLANEOUS

There are numerous exterior modifications which are of a smaller scale than the previously noted items but still require approval. The same basic principles of compatibility of scale, material, and color apply. Consideration must also be given to impact on neighboring properties.

AIR CONDITIONERS

Air conditioner units extending from windows generally will not be approved unless good cause is shown for their use and location. Compressors for central air conditioning units should be screened by architectural treatment or appropriate landscaping. Exterior units may be added or relocated only when they do not interfere visually and acoustically with neighbors.

ATTIC VENTILATORS

Attic ventilators or other mechanical apparatus requiring penetration of the roof should be as small in size as functionally possible and should be painted to match the roof. They should be located generally on the least visible side of the roof and not extend above the ridge line.

CHIMNEYS AND METAL FLUES

Masonry chimneys may be used when compatible in design, location, and color with the existing house.

DOG HOUSES AND RUNS

Dog houses should be compatible with the applicant's house in color and material, and should be located where they will be visually unobtrusive such as in rear yards or in wooded areas. Chain link fences for dog runs will be considered if erected inside privacy fencing, painted to match the background, softened by supplemental landscaping, well-screened in a wooded area, and combinations of the above.

EXTERIOR LIGHTING

No exterior lighting shall be directed outside the applicant's property. Light fixtures which are proposed in place of the original fixtures should be compatible in style and scale with the applicant's house.

However, lighting which is a part of the original structure must not be altered without approval. Applications for exterior lighting should include wattage, height of light fixtures above ground, and a complete description, including descriptive material of the light fixture and location on property.

WINDOW CURTAINS

Windows which are located on a garage should have some type of curtain to screen autos or equipment from outside view. No curtains shall have a design or color which clashes with the exterior color selection, they should be lined to present a more pleasant appearance from the exterior.

EXTERIOR PAINTING

Repainting or staining to match original colors need not be submitted. Color changes apply not

only to the house siding, but also to doors, shutters, trim, roofings, and other appurtenant structures. Change of exterior color should relate to the colors of other houses in the immediate area.

TRASH CANS

Trash cans, containers for garbage, tied bundles of plant material, bags of rubbish, etc. should be kept inside the garage or in a suitable screened enclosure to the side or rear of the house. Locations at the front of the house will not be approved.

HOUSE NUMBERS

House numbers should be legible but should be of a size which is appropriate for the applicant's house. In certain cases, decorative house numbers will be accepted dependent upon location and type of house.

MAILBOXES

Mailboxes shall be installed as required by U.S. Postal Service, and shall also be compatible with design and harmony of the neighborhood.

PERMANENT BARBECUE PITS

Permanent barbecue pits should not be a dominant feature on the landscape and should be located so they will blend as much as possible with the natural background. Supplemental planting should be provided to soften the visual impact of the barbecue pit particularly when little or no natural background or screening is available.

RETAINING WALLS

Retaining walls may be used to preserve trees, improve drainage patterns, and define areas. Walls should be kept as low as possible. Use of indigenous rock or wood in combination with appropriate landscaping is encouraged. Because retaining walls may alter existing land forms, the design of such walls should be carefully considered to avoid adversely affecting drainage patterns.

SHUTTERS

Shutters which are added to a house should be compatible with the style of the house and should be of proper proportions to match the windows to which they relate. Colors should be compatible with the colors of the house and neighborhood.

FLASHING AND PLUMBING VENTS

Flashing and plumbing vents should be as small in size as functionally possible and should be painted to match the roof.

LANDSCAPING

Landscaping can be effectively used to accent entryways, define space, create "soft" privacy screens, and reduce the visual impact of fences, sheds, etc. Since landscaping is a design element the same consideration should be given to relationships to the applicant's house and to adjacent houses as apply to other design elements.

Care should be exercised in selecting plant materials which upon maturity will be of an appropriate size in height and breadth for its intended use and locations. Mature size, both in height and diameter should always be considered especially when planting close to walkways and houses.

Consideration must be given to the effect which planting will have on views from neighboring houses and property. Planting should be clustered rather than widely spaced. Massing, the three dimensional appearance of planting, may be improved by augmenting trees and taller shrubs with low spreading shrubs and/or ground cover.

The types of plants which might be used are in part a function of the desired effect and exposure. However, native plant material is advised because of the increased chances for healthy growth and compatibility with the area.

The seasonal color of flowering trees and shrubs should be considered in relation to the color of the applicant's house and those adjacent.

VEGETABLE GARDENS

While vegetable gardens offer certain rewards, gardens and gardening equipment can often be unsightly. Gardens should be generally located in rear yards. Visual screening from view by adjacent homeowners should be provided by means of solid fencing or screen planting. Plant taller varieties such as corn and tomatoes closer to fences or walls. Gardens should be located on land which will not cause water to run onto adjacent property during periods of supplemental watering. Gardens should be properly maintained during the growing season. After the growing season, dead plants, stakes, etc., should be removed.

APPLICATION PROCEDURE

All applications must be submitted on The Estates of Westlake Homeowners Association, Inc. form. A three-step "Site Analysis" application process is required and all steps must be delivered to the Association offices in time for the Committee to give proper consideration. In accordance with Article VI of the Declaration, a decision will be made as soon as possible but no later than 30 days after each completed step is submitted. The decision of the Committee may be to approve, approve with modifications, or disapprove. This three-step application procedure is designed to give instruction in order to achieve harmony of design and to reduce plan preparation cost.

It is very important to clearly indicate all factors relevant to the project. Lack of information could result in either a modified decision or disapproval. Major projects such as a new house, additions, fencing, landscaping, or swimming pool require detailed plans not only for the Committee but also for a building permit from the City. Preliminary Site Analysis approval is construed as approval to prepare final plan.

The Three-Step Site Analysis process is as follows:

Step 1

- A. Natural Elements submitted in 40' scale
- B. Easements, Setbacks, Views submitted in 40' scale
- C. Conceptual Lot Use submitted in 40' scale

Step 2

- A. Preliminary Site Plan submitted in 20' scale
- B. Preliminary House Plan submitted in 1/8" scale

Step 3

- A. Final House Plan submitted in 1/4" scale
- B. Final Landscape Plan submitted in 1/8" scale
- C. Geo-technical Report with Foundation Design Recommendations

**BYLAWS OF
THE ESTATES OF WESTLAKE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
OFFICES, DEFINITIONS**

SECTION I: Registered Office and Agent

The Registered Office of the Corporation shall be at 210 Park Boulevard, Suite 100, Grapevine, Texas 76051, and the name of the Registered Agent of the Corporation at such address is Richard A. Myers.

SECTION II: Other Offices

The Corporation may also have offices at such other places within or without the State of Texas as the Board of Directors may from time to time determine or the business of the Corporation may require.

SECTION III: Definitions

The following words, when used in these Bylaws (unless otherwise indicated), shall have the following meanings:

(a) **"Declaration"** shall mean and refer to the Declaration of Restrictions, Covenants and Conditions of The Estates of Westlake, as recorded in Volume _____, Pages _____ of the Deed Records of Tarrant County, Texas, or any Supplemental Declaration under the Provisions of Article VI of said Declaration.

(b) **"The Properties"** shall mean and refer to all existing properties, and additions thereto, as are subject to the Declaration.

(c) **"Common Properties"** shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and easements intended to be devoted to the common use and enjoyment of the members of the Corporation.

(d) **"Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision plat of The Properties, with the exception of Common Properties as herein defined.

(e) **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit which is a part of The Properties, including purchasers under contract from Developer, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) **"Member"** shall mean and refer to every person or entity who holds membership in the Corporation.

(h) **"Developer"** shall mean and refer to Westlake Estates Partners, Ltd., a Texas limited partnership.

**ARTICLE II
MEMBERSHIP AND VOTING RIGHTS**

SECTION I: Membership

Every person or entity who is a record owner of any Lot which is subject by covenants of record to assessment by the Corporation, including purchasers under contract from Developer, shall be a member of the Corporation (provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member), and any person or entity who acquired any such fee or undivided fee interest shall be deemed to have accepted membership and assumed all obligations thereof.

SECTION II: Voting Rights

The Corporation shall initially have one class of voting membership. Members shall be all those Owners entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

SECTION III: Methods of Voting

At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person, or by a proxy appointed in writing, or his duly authorized attorney-in-fact and dated not more than two (2) months prior to said meeting. Any proxy shall be filed with the Secretary of the Corporation prior to or at the time of the meeting. In the absence of any action by the Board of Directors, the date upon which the Notice of the Meeting is mailed shall be the record date.

ARTICLE III MEETING OF MEMBERS

SECTION I: General Meetings

All meetings of the Members for the election of directors shall be held at the office of the Corporation in Texas, or at such other place, within or without the State of Texas as may be specified in the Notice of the Meeting or in a duly executed Waiver of Notice thereof. Meetings of Members for any other purpose may be held at such time and place, within or without the State of Texas as shall be stated in the Notice of the Meeting or in a duly executed Waiver of Notice thereof.

SECTION II: Annual Meeting

An Annual Meeting of the Members shall be held on the second Monday of November of each year, at the hour of 7:00 o'clock p.m.; provided, however, that should said day fall upon a legal holiday, then at the same time on the next business day thereafter. At such meeting, Directors shall be elected, reports of the affairs of the Corporation shall be considered, and any other business may be transacted which is within the powers of the members.

SECTION III: Member List

At least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at each meeting arranged in alphabetical order, with the residence of each and the number of votes held by each shall be prepared by the Secretary. Such list shall be kept on file at the Registered Office of the Corporation for a period of ten (10) days prior to such meeting and shall be subject to inspection by any member at any time during usual business hours. Such list shall be produced and kept open at the time and place of the meeting during the whole time thereof, and shall be subject to the inspection of any Member who may be present.

SECTION IV: Call for Special Meetings

Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute, the Articles of Incorporation, or these Bylaws, may be called by the President, the majority of the Board of Directors or the holders of not less than one-fifth (1/5) of all the Members entitled to vote at the meetings. Business transacted at any special meeting shall be confined to the objects stated in the Notice of the Meeting.

SECTION V: Notice

(a) Written or printed notice stating the place, date and time of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than thirty (30) or more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or person calling the meeting, to each Member of record entitled to vote at the meeting.

(b) Notice of any meeting of Members shall specify the place, date and hour of the meeting. The notice shall also specify the purpose of the meeting if it is a special meeting, or if its purpose or one of

its purposes will be to consider a proposed dissolution or the revocation of a voluntary dissolution by act of the Corporation, or to consider a proposed disposition of all, or substantially all of the assets of the Corporation outside the ordinary course of business.

SECTION VI: Quorum; Adjournments

(a) Except as otherwise provided in Article V, Paragraph 6 of the Declaration, by statute, by the Articles of Incorporation or these Bylaws, the Members holding two-tenths (2/10) of the votes issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the Members for the transaction of business. If, however, a quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

SECTION VII: Transaction of Business

When a quorum is present at any meeting, the vote of the Members holding a majority of the votes having voting power present in person or represented by proxy shall decide any question before such meeting, unless the question is one upon which by express provisions of the statutes, the Articles of Incorporation, or these Bylaws, a different vote is required, in which case such express provision shall govern. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of any Members to leave less than a quorum.

ARTICLE IV DIRECTORS

SECTION I: Powers

The business and affairs of the Corporation shall be managed by its Board of Directors who may exercise all the powers of the Corporation and may do all lawful acts and things which are not by statute, The Declaration, the Articles of Incorporation or these Bylaws directed or required to be exercised or done by the Members. Specifically, the Board of Directors shall be empowered to take such actions as authorized by the Director.

SECTION II: Number and Election:

The Board of Directors shall consist of three (3) directors. The Directors shall be elected at the annual meeting of the Members, except as hereinafter provided, and each Director elected shall hold office until his successor has been elected and qualified.

SECTION III: Term of Office

Directors shall be elected for a term of two (2) years. At the initial meeting of the Board, Developer shall appoint three (3) resident Members for a two (2) year term and two (2) resident Members for a one (1) year term. In subsequent years these Directors shall be replaced by those serving two (2) year terms.

SECTION IV: Removal; Filling Vacancies

Any Director may be removed, with or without cause, at any special meeting of the Members by the affirmative vote of the Members present in person or by proxy at such meeting and entitled to vote for the election of such Director, if notice of intention to act upon such matter shall have been given in the notice calling such meeting. If any vacancies occur in the Board of Directors, for any reason, a majority of the Directors then in office, though less than a quorum, may choose a successor or successors. Each successor Director so chosen shall be elected for the unexpired term of the predecessor in office.

SECTION V: Prohibition of Cumulative Voting

Directors shall be elected by plurality vote. Cumulative voting shall not be permitted.

SECTION VI: Location of Meetings

The Directors of the Corporation may hold their meetings, both regular and special, either within or without the State of Texas.

SECTION VII: Annual Meetings

The first meeting of each newly elected Board shall be held without further notice immediately following the annual meeting of Members, and at the same place, unless by unanimous consent of the Directors then elected and serving such time or place shall be changed.

SECTION VIII: Regular Meetings

Regular meetings of the Board of Directors shall be held bi-monthly or more frequently if called by the President or by a majority of Board Members at such time and place as shall from time to time be determined by the Board.

SECTION IX: Special Meetings

Special meetings of the board of Directors may be call by the President or Secretary on two (2) days' notice to each Director, either personally or by mail or by telegram; special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of a majority of Directors. Except as may be otherwise expressly provided by statute, the Articles of Incorporation or these Bylaws neither the business to be transacted at, nor the purpose of any special meeting need be special meeting need be specified in a notice or waiver of notice.

SECTION X: Quorum

At all meetings of the Board of Directors, the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, the Declaration, the Articles of Incorporation or these Bylaws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.

ARTICLE V NOTICES

SECTION I: FORMALITIES OF NOTICES

Whenever under the provisions of the statutes, the Articles of Incorporation or these Bylaws, notice is required to be given to any Director or Member, and no provision is made as to how such notice shall be given, it shall be construed to mean either personal notice or notice in writing, by mail (regular or otherwise), postage prepaid, addressed to such Director or Member at such address as appears on the books of the Corporation. Any notice required or permitted to be given by mail shall be deemed to be given by mail at the time when the same shall be thus deposited in the United States Mail as aforesaid.

SECTION II: Waiver of Notices

Whenever any notice is required to be given to any Member or Director of the Corporation under the provisions of the statutes, the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving to the giving of such notice. Signing the minutes of any meeting shall be deemed a waiver of all formalities with respect to such meeting.

ARTICLE VI OFFICERS

SECTION I: Miscellaneous Provisions

The officers of the Corporation shall be elected by the Directors and shall be a President, Vice-President, a Secretary and a Treasurer. Any two or more offices may be held by the same person, except that the offices of President and Secretary and President and Treasurer shall not be held by the same persons. Any such officer shall have the powers and duties usually associated with such office, subject to limitations or extension by the Board of Directors.

SECTION II: Other Agents

The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall be appointed for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

SECTION III: Duties

The duties of the officers are as follows:

(a) **President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all contracts, mortgages, tax returns, and other written instruments; shall co-sign all checks (except those on a monthly recurring nature previously approved by the Board), and promissory notes; shall appoint committee chairmen and members of committees with the concurrence of the Board; and shall carry out such other duties as may be assigned by the Board or the Policy manual as adopted by the Board.

(b) **Vice-President.** The Vice-President shall act in the place and stead of the President when he is absent, unable, or unwilling to act; and shall discharge such other duties as may be required of him by the board.

(c) **Secretary.** The Secretary shall perform or cause to be performed the following secretarial activities: record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal and affix it on all papers requiring said seal; serve notice of meetings of the Board and members; keep the appropriate current records showing the ownership of Lots and membership of the Association, together with their addresses; and shall perform such other duties as required by the board or the Policy Manual as adopted by the Board.

(d) **Treasurer.** The Treasurer shall perform or cause to be performed the following financial activities: receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by a Resolution of the Board; sign all checks and promissory notes; cause an annual audit of the Association Books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of the budget and assessments adopted by the Board to each member. The Treasurer shall perform such other duties as required by the Board or the Policy Manual as adopted by the Board.

SECTION IV: Salaries

All officer and directors of the Corporation shall serve without compensation. However, expenses may be reimbursed for unusual activities carried out on behalf of the Corporation. An officer may receive compensation for services rendered to the Corporation in other than his official capacity.

SECTION V: TENURE; REMOVAL; VACANCIES

Each officer of the Corporation shall hold office for a term of one (1) year or until his successor is chosen and qualified in his stead or until death, resignation or removal from office. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. If the office of any officer becomes

vacant, for any reason, the vacancy may be filled by the Board of Directors.

ARTICLE VII COMMITTEES

SECTION I: Number

There shall be six (6) standing committees. Except as specified by Article VI and Article IX, Section 7 of the Declaration, all of the Chairmen and members of the standing committees shall be appointed by the President with the concurrence of the Board. Additional ad hoc committees may be appointed by the President as the need may arise.

SECTION II: Architectural Control Committee

A committee composed of up to six (6) persons shall be responsible for approving or disapproving the design, location, details, color, texture, materials and specifications of all new construction, landscaping and tree removal and for any additions or modifications to buildings or lots. All decisions by the committee shall be based on an adopted set of architectural and landscape guidelines. The committee shall render consistent judgments based on these guidelines. Decisions of this committee may be appealed to the Board by filing a notice thereof with the Secretary of the board at least thirty (30) days in advance of a regularly scheduled meeting of the board. Except that decisions made with respect to new construction on a vacant lot may not be appealed to the Board.

This committee may appoint a subcommittee composed of members outside the committee to be responsible for approving or disapproving the design, location, details, color, texture, materials and specifications of all construction, landscaping and tree removal as they relate to additions or modifications of buildings or lots.

SECTION III: Finance Committee

This committee is responsible for preparing a proposed budget each year for submission to the Board for action. It shall review the expenses periodically during the year to determine if any significant deviations are occurring and to recommend actions for the Board to make appropriate adjustments. The committee shall also recommend the assessment level each year to cover anticipated expenses. This committee is also responsible for maintaining a record of the status of assessment payments for each Lot and recommending appropriate action to the Management Committee and the Board for collection of any delinquencies. The chairman of this committee shall be the Treasurer.

SECTION IV: Management Committee

In conjunction with the officers, this committee is responsible for the ongoing management of the Corporation. It is responsible for obtaining service contracts, management contracts, insurance contracts, and performing or supervising the performance of office and administrative functions. This committee is also responsible for maintaining an accurate list of the owners of each Lot and the residents of each Lot if different from the owners, including lessee's from owners. The committee shall require that such lessees abide by all rules and regulations of the Corporation and its Bylaws. This list is to be given to the Secretary who has primary responsibility to send official mailings to the members. The chairman shall be a Director who does not hold another office of the Board.

SECTION V: Communications and Social Committee

This committee is responsible for a newsletter to inform the residents and owners of activities and events occurring in The Properties. The committee is responsible for newsletter to inform the residents and owners of activities and events occurring in The Properties. The committee also schedules social events and other activities for the benefit of the community. The committee performs any other duties as assigned by the Board.

SECTION VI: Rules and Regulations Committee

This committee is responsible for those rules and regulations affecting actions by persons in the community or actions by persons on property owned by the Corporation. The rules and regulations adopted by the Board shall be promulgated to all owners and enforced by this committee. This committee shall also see that owners inform their tenants of these rules and regulations. The

committee shall recommend new rules and regulations from time to time as conditions may warrant or modifications of existing rules and regulations to the Board.

SECTION VII: Elections Committee

This committee is responsible for obtaining nominations for election to the Board of Directors and for conducting the election at the annual meeting. The Election Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than one (1) for each vacancy to be filled. The committee shall present its report to the Secretary at least seventy-five (75) days before the annual meeting. The chairman of the Elections Committee shall conduct that portion of the meeting devoted to elections. The members shall count the votes at the meeting and announce the results. The chairman and members shall not be members of the Board.

ARTICLE VIII GENERAL PROVISIONS

SECTION I: Fiscal Year

The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

SECTION II: Seal

There shall be no necessity for a corporation seal, but if there should be one, such seal it shall have inscribed thereon the name of the Corporation and the word "TEXAS." Such seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

SECTION III: Indemnification

The Association shall indemnify any director, officer or employee or former director, officer or employee of the Corporation, against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason or being or having been such a director, officer or employee (whether or not a director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. The Corporation shall pay or cause to be paid to any director, officer or employee the reasonable costs of settlement of any such action, suit or proceeding. Such right of indemnification shall not be deemed exclusive of any other rights to which such director, officer or employee may be entitled by law or under any bylaw, agreement, vote of members or otherwise.

ARTICLE IX AMENDMENTS


SECTION 1:

These Bylaws may be altered or amended by a two-thirds vote of members in person or by proxy at a duly called regular or special membership meeting at which a quorum is present.

EXECUTED this tenth day of April, 1996.

Westlake Estate Partners, Ltd.

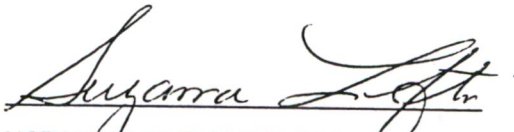
By: General Partner : Realty Capital Partners II, Inc., a Texas corporation

By: 

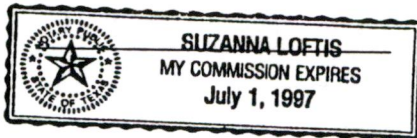
Richard A. Myers, President of Realty Capital Partners II, Inc.

STATE OF TEXAS }
COUNTY OF TARRANT }

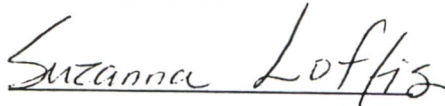
This Declaration of Restrictions, Covenants and Conditions of The Estates of Westlake was acknowledged before me on the tenth day of APRIL, 1996, by Richard A. Myers, President of Realty Capital Partners II, Inc., a Texas corporation, General Partner of Westlake Estate Partners, Ltd., a Texas limited partnership on behalf of said partnership.


NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My commission expires:



Notary's printed name:



AFTER RECORDING. RETURN TO:

Westlake Estate Partners, Ltd.
Attn: Richard A. Myers
210 Park Boulevard, Suite 100
Grapevine, Texas 76051

Exhibit "A"

FIELD NOTES

All that certain lot, tract or parcel of land located in the G. B. HENDRICKS SURVEY, Abstract 680, Westlake, Tarrant County, Texas, and being a portion of that certain 40 acre tract of land conveyed to H. S. Thrasher by deed recorded in Volume 1261, Page 397, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron pin found for the most easterly Northeast corner of this tract and in the common East line of aforesaid 40 acres and Hendricks Survey and West line of M. HUNT SURVEY, Abstract 756 and near a fence, said pin being by description 950 varas East and 1,107.69 varas Southerly from the Northwest corner of said Hendricks Survey,

THENCE South 00 degrees 34 minutes 10 seconds East with said common survey line and East line of 40 acres, passing the common Southwest corner of Hunt Survey and Northwest corner of L. Bogguss Survey, Abstract 196 and continuing along or near a fence, in all 602-62/100 feet to a 5/8 inch iron pin set near a fence and in said East line of aforesaid 40 acres;

THENCE departing said common survey line and with the South line of this tract and North line of a 5 acre tract, South 89 degrees 03 minutes 08 seconds West 1,293-92/100 feet to a 5/8 inch iron pin found in the East line of Pearson Lane for the common Southwest corner of this tract and Northwest corner of said 5 acres;

THENCE North 00 degrees 09 minutes 18 seconds East, along the East line of Pearson Lane, 1,041-61/100 feet to a 5/8 inch iron pin found for corner, being the intersection of the East line of Pearson Lane with the South line of Dove Road;

THENCE North 89 degrees 59 minutes 49 seconds East along the South line of Dove Road 524-38/100 feet to a 5/8 inch iron pin found for common Northeast corner of this tract and Northwest corner of that certain 5.45 acres conveyed to Annie M. Moren by deed recorded in Volume 8774, Page 1055, D.R., T.Co., Tx.;

THENCE departing Dove Road and with a common line of said Moren property and this tract, South 00 degrees 34 minutes 48 seconds East 417-95/100 feet to a 5/8 inch iron pin found for common Southwest corner of Moren tract and ell corner of this tract;

THENCE with another common line of Moren property and this tract North 89 degrees 58 minutes 40 seconds East 756-32/100 feet to the point of beginning, containing some 23.212 acres of land.

D196083523
WESTLAKE ESTATE PARTNERS
210 PARK BLVD #100
GRAPEVINE, TX 76051

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D--D O N O T D E S T R O Y

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

T O : C O M M O N W E A L T H L A N D T I T L E

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
196185581	DR96	T008195	05/01/96	14:58

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D196083523	WD	960501	14:58	CG

T O T A L : D O C U M E N T S : 01 F E E S : 71.00

B Y:  _____

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

12349 1666