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WESTWORTH PARK

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

**CITY OF WESTWORTH VILLAGE
TARRANT COUNTY, TEXAS**

Restrictive Covenants

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WESTWORTH PARK**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "**Declaration**") is made effective as of November 16, 2010, by the Westworth Park Homeowners Association, Inc., a Texas nonprofit corporation (the "**Association**").

W I T N E S S E T H:

WHEREAS, Westworth Redevelopment Authority, a Texas industrial development corporation ("**Declarant**") is the owner of certain lots located on the real property referred to in Article II and described on Exhibit A of this Declaration, which property represents a master community development known as "Westworth Park". Declarant desires to take advantage of the presently existing unique geographical features and location of the subject property and proposes to establish and implement highly sophisticated plans for residential living, recreation and esthetic considerations. In view of the various unusual and uncommon features of Declarant's long-range plans, Declarant desires to impose these restrictions on the subject property and yet retain reasonable flexibility to respond to changing or unforeseen circumstances so as to direct and maintain the exceptional quality and distinction of Westworth Park, and

WHEREAS, Declarant recorded a Declaration of Covenants, Conditions, and Restrictions for Westworth Park dated April 26, 2002, and recorded at volume 15652, page 147, real property records of Tarrant County, Texas; and subsequently recorded a second Declaration of Covenants, Conditions, and Restrictions for Westworth Park dated April 1, 2003, and recorded at volume 16553, page 12; and subsequently recorded an Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Westworth Park dated December 2, 2003, and recorded at volume 17438, page 339, real property records of Tarrant County, Texas; and subsequently recorded a first amendment to Amended and Restated Declaration of Covenants, Conditions, and Restrictions dated November 18, 2004, and recorded as document number 000361492 (collectively, the "**Prior Declarations**"), and

WHEREAS, Declarant has sold substantially all of its lots, and the Association is active and functioning, having assumed responsibility for enforcement of the Prior Declarations and the operation and maintenance of Westworth Park, and

WHEREAS, over 70 % of the "Owners" of "Lots" (as both terms are defined below) have in November of 2010 approved amendments to the Prior Declarations, and

WHEREAS, the Association desires to amend and restate the Prior Declarations, and as such, this Declaration will supercede in all respects the terms and conditions of the Prior Declarations, and

WHEREAS, the Association has received the confirmation of over 70 % of the Owners, and has authority to execute this Declaration pursuant to Section 12.4 of the Prior Declaration;

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NOW, THEREFORE, the Association hereby declares that the real property referred to in Article II and described on Exhibit A, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restriction, easements, charges and liens (sometimes collectively referred to herein as "**Covenants and Restrictions**" or "**Declaration**") hereinafter set forth.

ARTICLE I DEFINITIONS

Section 1.1 Definitions. The following words when used in this Declaration or any amendment or supplement hereto (unless the context shall otherwise clearly indicate or prohibit) shall have the following meanings:

(a) "**Architectural Control Committee**", also referred to as the "**ACC**", shall mean that committee created pursuant to this Declaration to review and approve plans for the construction of "**Improvements**" (as defined below) upon the "**Property**" (as defined below). The ACC shall be composed of three members appointed in the manner set forth in this Declaration. The ACC is appointed to provide for architectural control and design within the Property and to have and exercise such other powers and/or duties as are more specifically set forth in this Declaration.

(b) "**Association**" shall mean and refer to the Westworth Park Homeowners Association, Inc., a Texas non-profit corporation, which has the power, duty and responsibility of maintaining and administering the "**Common Properties**" (as defined below), and collecting the assessments and charges hereinafter prescribed, and has the right of administering and enforcing the Declaration.

(c) "**Builder**" shall mean and refer to any residential building company acquiring a Lot or Lots from the Declarant for the purpose of construction and sale of homes.

(d) "**Common Properties**" or "**Common Areas**" shall mean and refer to any and all areas of land within the Property which are known, described or designated as common green areas, recreational easements, entrance and entrance gates/guard structures, greenbelts, designated parking spaces, open spaces or private streets or alleys on any recorded subdivision plat of the Property or intended for or devoted to the common use and enjoyment of the "**Members**" (as defined below) of the Association, together with any and all improvements that are now or may hereafter be constructed or installed thereon, and including all equipment, accessories and machinery used in the operation or maintenance of any of such Common Properties and any additions to or replacements of such Common Properties. The perimeter wall or fence itself ("**Perimeter Wall**") surrounding the Properties and street lights shall also be Common Properties (even though it may be located within the boundaries of Lots), and Declarant reserves for itself and its successors and the Association a permanent and continuing right-of-way and easement over and across each of said lots upon which is now or shall hereafter be constructed such Perimeter Wall for the purpose of locating, constructing, repairing, maintaining, improving, revising or restoring such Perimeter Wall, intending to reserve hereby a permanent and continuing easement where said Perimeter Wall is located or relocated, as well as a permanent easement to utilize, go across, occupy and have ingress and egress over such other portions of each Lot, from time to time, as may be necessary for said purposes. The "**parkway**" is defined as

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that area between the property line of any Lot and the outer edge of any paved and/or curbed and guttered street. Included as part of the Common Properties, Declarant, and later its successor, the Association, shall landscape and maintain any area of the Common Properties outside the Perimeter Wall including any area up to the property line of any adjacent landowner, including the parkway and street or highway right-of-way, subject to the requirements and ordinances of the City of Westworth Village.

(e) **"Declarant"** shall mean and refer to the Westworth Redevelopment Authority, also referred to as the **"WRA"**, and the successors and assigns (if any) of the Declarant with respect to the voluntary disposition by Declarant of all (or substantially all) of the assets of the Declarant and/or the voluntary disposition of all (or substantially all) of the rights, title and interest of the Declarant in and to the Property prior to the completion of development thereon. No person or entity purchasing one or more Lots from the WRA in the ordinary course of business shall be considered as **"Declarant."**

(f) **"Declaration"** shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Westworth Park and any amendments, annexations, and supplements thereto made in accordance with its terms.

(g) **"Improvement"** shall mean every structure and all appurtenances thereto, of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, cabanas, cart barns, garages, storage structures, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and any facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

(h) **"Lot"** shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Property, as amended from time to time, which is designated as a Lot therein and which is or will be improved with a residential dwelling in conformity with the building restrictions herein set forth. Although some portions of the Common Properties may be platted as a **"Lot"** on the subdivision plat, these lots shall be excluded from the definition of **"Lot"** as used herein. **"Adjoining Lot"** shall mean and refer to a Lot which is adjacent to any other Lot as shown on any recorded plat of the Property. Any reference in Article IX hereof to the visibility of an item from any Adjoining Lot shall mean the visibility of such item from the ground level of the structure located on the Adjoining Lot and not the second story of a two-story dwelling located thereon.

(i) **"Member"** shall mean and refer to each Owner of a Lot.

(j) **"Owner"** shall mean and refer to each and every person or business entity who or which is a record owner of a fee or undivided fee interest in any Lot subject to these Covenants and Restrictions; however, the word **"Owner"** shall not include person(s) or entity(ies) who hold a bona fide lien or interest in a Lot as security for the performance of an obligation to any mortgagee or Trustee or beneficiary under a deed of trust unless and until any such person has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(k) **"Plans and Specifications"** shall mean the documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating

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location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

(l) **"Property"** or **"Properties"** shall mean and refer to all such existing properties and any additions thereto, as are subject to this Declaration, or any amendment or supplement hereto, prepared and filed of record pursuant to the provisions of Article II hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 2.1. Property. The Property is located in the City of Westworth Village, Tarrant County, State of Texas, and is more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes.

Section 2.2. Additions to Property. Additional land(s) may become subject to this Declaration in any of the following manners:

(a) Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a supplementary declaration of covenants, conditions, and restrictions which shall extend the scheme of the covenants, conditions, and restrictions of this Declaration to such property, provided, however, that such supplementary declaration may contain such complementary additions and modification of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration.

(b) In the event any person or entity other than Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of two-thirds of the outstanding votes of the Association.

(c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 2.02, when made, shall automatically extend the jurisdiction, functions, duties, and membership of the Association to the properties added.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Membership. Every Owner of a Lot shall automatically be and must remain a Member of the Association in good standing. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. The board of directors of the Association (**"Board"**) may declare that an Owner is not a Member in good standing because of past unpaid dues, fines, late charges, interest, legal fees, and/or any other assessments of any nature. Such declaration of suspension by the Board shall not in any way modify that Owner's obligations and responsibilities under this Declaration. The Board may temporarily suspend the voting rights of any Member who is not in good standing until such past unpaid amounts are paid in full.

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Membership is not intended to include persons or entities that hold an interest merely as a security for the performance of an obligation.

Section 3.2. Voting Rights. The Association shall have one class of voting membership. CLASS A: Members 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 vote be cast with respect to any such Lot.

Section 3.3. Quorum, Notice and Voting Requirements. The quorum, notice, and voting requirements of and pertaining to the Association are set forth within the articles of incorporation and bylaws of the Association, as same may be amended from time to time. Subject to the provisions of Section 3.2 above, any action by or on behalf of the Association may be taken with the assent given in writing and signed by Members who collectively hold or control a majority of the outstanding votes of the Association.

ARTICLE IV GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS

Section 4.1. Powers and Duties. The affairs of the Association shall be conducted by the Board. The Board shall be selected in accordance with the articles of incorporation and bylaws of the Association. The Board, for the benefit of the Common Properties and the Owners, shall provide, and shall pay for out of the maintenance fund(s) provided for in Article VI below, the following:

- (a) Care and preservation of the Common Properties and the furnishing and upkeep of any desired personal property for use in the Common Properties;
- (b) Any public or private trash and garbage collection service and security arrangements;
- (c) Taxes, utilities, and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owner(s), if any;
- (d) The services of a person or firm (including Declarant and any affiliates of Declarant) to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager designated by the Board. Any contract for management of the Association shall be terminable by the Association, with no penalty upon 90 days prior written notice to the managing party;
- (e) Legal and accounting services;
- (f) A policy or policies of insurance, insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in

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any amount or amounts as determined by the Board, including a policy or policies of insurance as provided in Article VII hereof;

(g) Workers compensation insurance to the extent necessary to comply with any applicable laws;

(h) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes, or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided herein and in the bylaws of the Association:

(i) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by the Association;

(j) To enter into agreements or contracts with insurance companies, taxing authorities, and the holders of first mortgage liens on the individual Lots with respect to:

- (i) taxes on the Common Properties;
- (ii) insurance coverage (if any) on Common Properties, as they relate to the assessment, collection, and disbursement process envisioned by Article VI hereinabove; and
- (iii) utility installation, consumption, and service matters;

(k) To borrow funds to pay costs of operation or infrastructure replacement, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit, or secured by such assets of the Association as deemed appropriate by the lender and the Association;

(l) To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association;

(m) To protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;

(n) To make reasonable rules and regulations for the operation of the Common Properties and to amend them from time to time;

(o) To make available for inspection by Owners within 90 days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals;

(p) Pursuant to Article VII herein, to adjust the insured amounts, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to

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repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency; and

(q) To enforce the provisions of this Declaration and any rules made hereunder and to fine, enjoin, and/or seek damages from any Owner for violation of such provisions or rules.

Section 4.2. Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services, and insurance, and the exclusive right and obligation to perform the functions of the Association, except as otherwise provided herein. In the event or if for any reason the Board is not deemed authorized to act for and on behalf of the Association and the Members, then Declarant may exercise its power and authority under Section 12.2 hereof to act for and on behalf of the Association and the Members, and the Association shall reimburse Declarant for any and all reasonable expenses incurred in so acting.

Section 4.3. Contracts With Owners. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner (including, without limitation, Declarant) for the performance, on behalf of the Association, of services which the Board is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable, and in the best interest of the Association.

Section 4.4. Liability Limitations. Neither any individual Member, the Board, any director, nor any officer of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association, or otherwise. Neither Declarant, the Association, its directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements, or portion thereof, or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements, or portion thereof.

Section 4.5. Reserve Funds. The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association.

ARTICLE V PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 5.1. Members' Easements of Enjoyment. Subject to the provisions of Section 5.3 of this Article, every Member and every tenant of every Member, who resides on a Lot, and each individual who resides with either of them, on such Lot shall have (subject to the limitations set forth in Section 5.3 below and Article VIII below) a right and easement of use, recreation, and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot; provided, however, such easement shall not give such person the right to make alterations, additions, or improvements to the Common Properties.

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Section 5.2. Title to the Common Properties. Declarant will hold record title to the Common Properties for an indefinite period of time, subject to the easements set forth in Section 5.1 hereof.

Section 5.3. Extent of Members' Easements. The rights and easements of use, recreation, and enjoyment created hereby shall be subject to the following:

(a) The right of Declarant or the Association to prescribe reasonable regulations and policies governing, and to charge fees and or deposits relating to, the use, operation, and maintenance of the Common Properties affecting the welfare of the Members;

(b) Liens or mortgages placed against all or any portion of the Common Properties with respect to monies borrowed by Declarant to develop and improve the Property, or by the Association to improve or maintain the Common Properties;

(c) The right of the Association to enter into and execute contracts with any party (including, without limitation, Declarant) for the purpose of providing maintenance or such other materials or services consistent with the purpose of the Association;

(d) The right of Declarant or the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

(e) The right of Declarant or the Association to suspend voting rights of any Member and to suspend the right of any individual to use or enjoy any of the Common Properties for any period during which any assessment (including without limitation "fines") against a Lot owned and/or resided upon by such individual remains unpaid, for any period deemed reasonable by the Association for an infraction of the then-existing rules and regulations;

(f) The right of Declarant independently and/or the Association to dedicate, convey, sell, or lease all or any part of the Common Properties to any municipal corporation, public agency, authority, or utility company for such purposes and upon such conditions as may be agreed upon by Declarant and the Members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds of the eligible votes has been recorded, agreeing to such dedication conveyance, sale, or lease, and unless written notice of the proposed action is sent to every Member not less than ten days nor more than 30 days in advance;

(h) The right of the Declarant or the Association to enter into and execute contracts with the owner-operators of any community antenna television system ("CATV") or other similar operations for the purpose of extending cable or utility service on, over, or under the Common Properties to ultimately provide service to one or more of the Lots;

(i) The right of Declarant or the Association to limit the number of guests of members;

(j) It is understood that an Owner or Owners may have periodic functions during which time more than one parking space may be required by such Owner and consideration should be given to the needs of other Lot Owners. All private vehicles of the Owners must be kept in garages and not in common parking areas. No boats, trailers, motor homes, or recreational

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vehicles may be parked in common parking areas. No parking spaces shall be designated for the private use of any Member, tenant, or guest.

(k) Other than for purposes of short term loading or unloading, no Owner or guest may park any vehicle on either side of a street in designated cul-de-sacs where street widths are less than 24 feet. Declarant and/or Association reserves the right to remove any such vehicle, without prior notice, at vehicle owner's expense.

Section 5.4. Exempt Property. The following property otherwise subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

(a) All Properties dedicated and accepted by the local public authority and devoted to public use;

(b) All Common Properties as defined in Article I hereof;

(c) Any and all areas which may be reserved by the Declarant on the recorded plat(s) of the Property.

ARTICLE VI COVENANTS FOR ASSESSMENTS

Section 6.1. Declarant and Owner Acceptance of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed as a part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies):

(a) Regular assessments or charges for maintenance, taxes, and insurance on portions of the Properties and the Common Properties, including, without limitation, those matters described within Article IV hereof:

(b) Special group assessments for capital improvements or unusual or emergency matters, such assessments to be fixed, established, and collected from time to time as hereinafter provided; and

(c) Special individual assessments and fines levied against individual Owners for violation of rules and regulations pertaining to the Association and/or Common Properties.

Such assessments shall be fixed, established, and collected from time to time as hereinafter provided. The regular, special group, and special individual assessments, together with such late charges, interest, and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made and shall also be the continuing personal obligation of the then-existing Owner of such Lot at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

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Section 6.2. Creation of Lien. Declarant hereby reserves a vendor's lien against each Lot to secure the payment of any assessment which may be levied pursuant to the terms and provisions of hereof, and the expenses incurred in connection with the enforcement thereof, including, without limitation, interest at the maximum rate permitted by law, costs, and reasonable attorneys' fees. Such lien may be enforced by appropriate judicial proceedings, and the amounts secured thereby shall be the obligation of and chargeable to Owner. Such lien shall be and is subordinate and inferior only to the following:

(a) Assessments, liens, and charges in favor of the State of Texas and any political subdivision thereof for taxes past due and unpaid on the Lot; and

(b) Amounts due under any first lien deed of trust duly recorded prior to the recordation of any lien assessment as provided in Section 6.3 of this Article VI.

Section 6.3. Assessment Lien. It is the sole responsibility of each respective Owner to pay all Assessments in a timely manner.

(a) All sums assessed but unpaid, including interest thereon at the maximum rate permitted by law from the date such assessments are due until said assessments are paid (subject to the provisions hereof limiting the interest contracted for, charged, or received to the maximum permitted by applicable law), shall constitute a lien on the Lot superior to all other liens and encumbrances, except as provided in Section 6.2. Declarant, or the Board or its duly appointed agent, may (but shall not be required to) prepare a written notice setting forth the amount of such unpaid indebtedness, and the name of Owner and a description of the Lot. Such notice shall be signed by Declarant or the Board or its duly appointed agent and may be recorded in the office of the County Clerk of Tarrant County, Texas. Such lien may be enforced by the foreclosure upon the Lot by Declarant or the Board or its duly appointed agent. In any such proceeding, the Owner shall be required to pay the costs, expenses, and attorneys' fees incurred in connection with filing the lien, and in the event of any foreclosure proceeding, all additional costs, expenses, and attorneys' fees incurred in connection with any such foreclosure proceeding. Declarant or the Board or its duly appointed agent shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, convey, or otherwise deal with the same. Any mortgagee holding a lien on the Lot may pay, but shall not be required to pay, any unpaid assessments owing with respect to the Lot, but such payment shall not be deemed a waiver of Owner's default by either Declarant, the Board, or such mortgagee.

(b) The amount of the assessments assessed against the Lot shall also be the personal obligation or indebtedness of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing on or waiving the lien securing same.

(c) Owner, by acceptance of the deed to a Lot, hereby expressly vests in Declarant, the Board, or its agents the right and power to bring all actions against Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Properties or by abandonment of Owner's Lot.

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(d) If any assessment remains unpaid at the expiration of 15 calendar days from and after the due date established by the Board, a late charge shall be assessed against the non-paying Owner and an additional late charge for each month that any portion of an assessment remains unpaid. The late charge shall be in the amount of \$30. A reasonable service charge in an amount established by the Board shall be charged for each check that is returned because of insufficient funds. The amounts of late charges and service charges may be adjusted, from time to time, by the Board consistent with any changes in the amounts of regular or special assessments.

(e) Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 6.4. Purpose of Assessments. Annual assessments levied by the Association shall be used exclusively for the purposes of:

- (a) Promoting the health, recreation, safety, and welfare of the residents of the Property;
- (b) Improving and maintaining the private walkways, recreational areas, parking areas, or other properties, and services and facilities directly related to the use, maintenance, and enjoyment of the Common Properties;
- (c) The payment of taxes on the Common Properties and insurance (if any) in connection with the Common Properties and the repair, replacement, and additions thereto;
- (d) The payment for electricity for streetlights and exterior lights and the repair, replacement, and additions of various items within the Common Properties;
- (e) Trash and garbage collections and security arrangements, as may be determined necessary and appropriate by the Association from time to time;
- (f) Paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and the management and supervision of, the Common Properties;
- (g) Carrying out the duties of the Board as set forth in Article IV hereof;
- (h) Carrying out the various matters set forth or envisioned herein or in any amendment or supplement hereto; and
- (i) For any matter or thing designated by the City of Westworth Village in connection with any zoning, subdivision, platting, building, or development requirements.

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Section 6.5. Basis and Amount of Annual Assessments. "Annual Assessments" shall be payable as follows:

(a) Effective June 30, 2005, the Annual Assessment shall be \$1500 per Lot (calculated on the prorated basis of \$125 per Lot each month). The maximum Annual Assessment may be increased effective April 1 of each year, without a vote of the membership, by a percentage amount equal to or less than the annual rise, if any, of the Consumer Price Index for all Urban Consumers, (hereinafter referred to as CPI-U, published by the Department of Labor, Washington, D.C.) for the preceding 12 months.

(b) From and after April 1, 2006, the maximum Annual Assessment may be increased above that established by the CPI-U formula by a vote of the members for the next succeeding two years and for each succeeding period of two years, provided that any such change shall have the assent of two-thirds of the votes of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten days nor more than 30 days in advance of the meeting setting forth the purpose of the meeting.

(c) After consideration of current maintenance costs and the future needs of the Association, the Board may fix the actual Annual Assessment at an amount equal to or less than the then-existing maximum Annual Assessment.

(d) The Board shall fix the amount of the Annual Assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall upon written request 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 the assessments on a specified Lot have been paid or if there is any assessment past due. A reasonable charge may be made by the Committee for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid or to be due.

Section 6.6. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment ("Special Assessment") applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten days nor more than 30 days in advance of the meeting setting forth the purpose of the meeting.

Section 6.7. Uniform Assessments. Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots and will be collected on a quarterly basis, in advance, or as otherwise designated by the Board.

Section 6.8. Assessments Paid by Declarant. After the later of the sale of 70 Lots by Declarant, or until July 1, 2004, the Annual Assessment for each Lot owned by Declarant shall be

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adjusted to an amount equal to 50% of the Annual Assessment provided for in Section 6.5. Declarant shall not be charged any Special Assessment. Declarant shall pay for landscape maintenance separately on each Lot owned.

Section 6.9. Assessments Due Dates. The Board may prescribe from time to time that the regular base assessments are to be collected on an annual, semi-annual, quarterly, or monthly basis, and accordingly, the Board shall prescribe the appropriate due dates. All regular base assessments shall be collected in advance. The due date or dates (if it is to be paid in installments) of any other assessments or special assessment under Sections 6.5 and 6.6 hereof, shall be fixed in the respective resolution authorizing such assessment.

Section 6.10. Duties of the Board with Respect to Assessments. In the event of a revision to the amount or rate of the regular base assessment, or establishment of a special group or special individual assessment, the Board shall fix the amount of the base assessment against each Lot, and the applicable due dates for each assessment, at least 60 days in advance of such date or period, and the Board shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the office of the Association. Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto.

Section 6.11. Rights of City of Westworth Village. Unless otherwise approved by 75% of the outstanding votes of the Owners, the Association shall not by act or omission seek to abandon its obligations as established by this Declaration. However, in the event that:

(a) The Association dissolves and the Common Properties shall not be either

- (i) dedicated to and accepted by an appropriate municipal corporation, public agency, authority, or utility to be devoted by the Association, or
- (ii) conveyed to another organization or entity which assumes all obligations imposed hereunder upon the Association to maintain said Common Properties; or

(b) The Association, its successors or assigns, shall fail or refuse to adequately maintain the appearance and condition of the Common Properties for which it is obligated to maintain hereunder;

then, in either such event, the City of Westworth Village, Texas, shall have the right, but not the obligation, to assume the duty of performing all such maintenance obligations of the Association at any time after such dissolution, upon giving written notice to the Owners, or at any time after the expiration of 21 days following receipt by the Association, its successors, or assigns, of written notice specifying in detail the nature and extent of the failure to maintain without such failure being remedied. Upon assuming such maintenance obligations, the City of Westworth Village may collect, when the same become due, all assessments-annual, landscaping maintenance or special, levied by the Association pursuant to the provisions hereof for the purposes of repairing, replacing, maintaining, or caring for the Common Properties; and, if necessary, enforce the payment of delinquent assessments in the manner set forth herein. In the alternative, upon assuming such maintenance obligations, the City of Westworth Village may levy an assessment upon each Lot on a pro-rata basis for the cost of such maintenance,

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notwithstanding any other provisions contained in this Declaration, which assessment shall constitute a lien upon the Lot against which each assessment is made.

During any period that the City of Westworth Village assumes the obligation to maintain and care for the Common Properties, the Association shall have no obligation or authority with respect to such maintenance. The right and authority of the City of Westworth Village to maintain the Common Properties shall cease and terminate when the Association, its successors or assigns, shall present to the City of Westworth Village reasonable evidence of its willingness and ability to resume maintenance of the Common Properties. In the event the City of Westworth Village assumes the duty of performing the maintenance obligations of the Association as provided herein, then the City of Westworth Village, its agents, representatives and employees, shall have the right of access, ingress and egress to and over the Common Properties for the purpose of maintaining, improving and preserving the same, and **IN NO EVENT, AND UNDER NO CIRCUMSTANCES, SHALL THE CITY OF WESTWORTH VILLAGE BE LIABLE TO THE ASSOCIATION OR ANY OWNER OR THEIR RESPECTIVE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS FOR ITS ACTS OR OMISSIONS (EXCLUDING, HOWEVER, MALFEASANCE AND GROSS NEGLIGENCE) RELATING IN ANY MANNER TO MAINTAINING, IMPROVING, AND PRESERVING THE COMMON PROPERTIES.**

ARTICLE VII

INSURANCE; REPAIR AND RESTORATION; SECURITY ARRANGEMENTS

Section 7.1. Right to Purchase Insurance. Declarant and/or the Association shall purchase, carry, and maintain in force insurance covering any or all portions of the Common Properties, any improvements thereon or appurtenant thereto, for the interest of the Association and of all Members thereof, in such amounts and with such endorsements and coverage as shall be considered good, sound insurance coverage for properties similar in construction, location and use to the subject property. Such insurance may include, but need not be limited to:

(a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier; and

(b) Public liability and property damage insurance on a broad form basis; fidelity bond(s) for all officers and employees of the Association having control over the receipt or disbursement of funds; and officers' and directors' liability insurance.

Section 7.2. Insurance Proceeds. Declarant and the Association and the Members shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article VII, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties.

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Section 7.3. Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a Special Assessment as provided for in Article VI of this Declaration to cover the deficiency.

Section 7.4. Security Arrangements. Declarant and/or the Association have arranged for the employment and utilization of:

(a) Unarmed security personnel generally stationed at the gatehouse entry point to the Property; and

(b) The City of Westworth Village police to patrol the Property at regular intervals consistent with routine neighborhood patrols.

Section 7.5. No Warranties or Representations. Although Declarant and the Association reasonably believe that the existence and visibility of security personnel and a controlled access point may discourage the commission of criminal acts (e.g., burglary, theft, vandalism, etc.) within the Property, nevertheless, neither Declarant nor the Association warrant or guarantee that:

(a) The security personnel arrangements are sufficient and adequate to diminish or eliminate the commission of crimes against persons or property; and

(b) Such acts will not be attempted or actually occur within the Property.

These security arrangements are designed and intended to supplement rather than replace the conventional police and fire protection and paramedical services available from the City of Westworth Village and surrounding municipalities with whom the City of Westworth Village may have entered into mutual response agreements.

Section 7.6. Public Liability Insurance. Declarant and/or the Association will seek to carry public liability insurance generally covering bodily injury and property damage on the Common Properties arising out of negligent acts by employees, Members, or authorized representatives of the Association.

Section 7.7. Insurance of Owners' Real and Personal Property. Each Owner expressly understands, covenants, and agrees with Declarant and the Association that:

(a) Neither Declarant nor the Association has any responsibility or liability of any kind or character whatsoever regarding or pertaining to the real and personal property of each Owner or their respective family members and guests;

(b) Each Owner shall, from time to time and at various times, consult with reputable insurance industry representatives of each Owner's own selection to select, purchase, obtain, and maintain appropriate insurance providing the amount, type and kind of insurance deemed satisfactory to each Owner covering his or her real and personal property.

Section 7.8. Pedestrian and Vehicular Traffic. Each Owner will cooperate with Declarant, the Association, and the ACC in connection with the establishment, evolution, and

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maintenance of reasonable controls on the pedestrian and vehicular traffic into and within the Property and abide by any and all rules and regulations of the Association, as adopted and promulgated from time to time, related to the entry upon and use of any private streets, alleys, and other common areas within the Property.

Section 7.9. Hold Harmless. EACH OWNER RELEASES AND HOLDS DECLARANT AND THE ASSOCIATION HARMLESS from any uninsured liability, claims, causes of action, or damages of any kind or character whatsoever arising out of or related (directly or indirectly) to any and all aspects of the security system, private streets, common areas, and managed landscaping within the Property, including, without limitation:

- (a) The interviewing, hiring, training, licensing, bonding, and employment of security personnel;
- (b) The instruction, directions, and guidelines issued to or by the security personnel; and
- (c) The duties, performance, actions, inactions, or omissions of or by the security personnel; and
- (d) The operation or performance of any security system, either associated with each Owner's respective security system or the security system providing general or emergency access; and
- (e) Landscaping.

ARTICLE VIII USE OF COMMON PROPERTIES

Section 8.1. Common Properties. The Common Properties may be used and enjoyed by Lot Owners and their families, tenants, and guests in a manner which demonstrates respect for the rights and benefits of others.

Section 8.2. Restrictive Actions by Members. No Lot Owner shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increased cost of any insurance carried by the Declarant or the Association, or which would be in violation of any law or any rule or regulation promulgated by the Board.

Section 8.3. Alterations to the Common Areas. There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in the Common Areas, nor shall anything be altered, or constructed or placed in or removed from the Common Areas, without the prior written consent of the Board.

Section 8.4. Parking Spaces. Ownership of each Lot shall entitle the Owner or Owners thereof to non-exclusive access to not more than one guest automobile parking space, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. Areas or spaces designated in the Common Areas for

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visitor parking shall be for the exclusive use of visitors, and where possible, shall be limited to one per Lot Owner.

Section 8.5. Damage to the Common Areas. Each Owner shall be liable to the Corporation for any damage to the Common Areas caused by the negligence or willful misconduct of the Owner, members of the Owner's family, tenants, tenant's family, guests, or invitees.

Section 8.6. Rules of the Board. All Owners, members of Owner's family and guests shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner, member of Owner's family, tenants, tenant's family, guests, or invitees determined to have violated said rules and regulations shall be liable to Declarant and/or the Association for all damages and costs, including reasonable attorneys' fees.

Section 8.7. Use of Common Properties. Use of the Common Properties shall be limited to Members, their families, tenants, tenant's family, guests, or invitees. No person or entity shall use any portion of the Common Properties to:

- (a) Solicit, promote, or conduct business, religious, political, or propaganda matters; or
- (b) Distribute handbills, newsletters, flyers, circulars, or other printed materials;

without the prior written consent of the Association (which consent may be withheld in its sole and absolute discretion).

Section 8.8. Private Streets and Alleys. The entry, entry gatehouse, streets, sidewalks, parks, cul-de-sacs, and alley network within Westworth Park are "private" and constitute a portion of the Common Properties which are subject to the jurisdiction and administration by the Association. In addition to the other provisions appearing within this Article VIII, the Board is specifically authorized to recommend, adopt, implement, and enforce rules, regulations, mechanisms, and procedures governing use of the entry, entry gatehouse, streets, sidewalks, parks, cul-de-sacs, and alleys covering items such as (but not limited to):

- (a) Identification and entry programs for Owners, tenants, their respective immediate families, their guests, and vehicles owned or driven by any of them;
- (b) Speed limits, designated parking areas, restricted parking areas, and no-parking areas;
- (c) Signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters;
- (d) A "fines" system through which the Association may levy and collect fines from its Members for violations of the applicable rules and regulations;
- (e) Disclaimers of liability for any and all matters or occurrences on or related to the Common Property.

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ARTICLE IX USE RESTRICTIONS

Section 9.1. Residential Use. All Lots (excluding, however, those platted Lots on which certain Common Properties will be located) shall be used for residential purposes only. No building or structure shall be erected, altered, placed, or permitted to remain on any Lot other than a single-family dwelling, a private garage for two or more automobiles, and accessory structures. Guest quarters must be attached to the primary residence and be accessible through a climate controlled space. Guest quarters may not be detached.

Section 9.2. Development Activity. Notwithstanding any other provision herein, Declarant (and its successors and assigns) and Builders, shall be entitled to conduct on the Lots all activities normally associated with and convenient to the development of the Lots and the construction and sale of dwelling units on the Lots.

Section 9.3. Nuisances. No noxious or offensive activity shall be permitted upon any Lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood. The ACC or Association, in its reasonable discretion, shall determine what constitutes a noxious or offensive activity.

Section 9.4. Temporary Structures. No structure of a temporary character, including, without limitation to the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home, or other outbuilding, and no prefabricated or relocated structures, shall be used on any Lot at any time as a residence, either temporarily or permanently. However, Builders may erect temporary facilities for use by workers in their respective construction activities provided that they are removed within 30 days after completion of construction.

Section 9.5. Signs and Picketing. No sign or emblem of any kind may be kept or placed upon any Owner's Lot, mounted, painted, or attached to any fence, wall or other improvement so as to be visible to public view. No sign or advertising emblem shall be mounted on any vehicle or trailer parked or driven in the subdivision, carried by any person or by any other means displayed within the subdivision except the following:

(a) **For Sale Signs.** An Owner may erect one sign not exceeding two feet by three feet, fastened only to a post in the ground advertising the Property for sale. No signs may be placed in the windows of the residence;

(b) **Contractor and Architect Signs.** A Builder may place upon a Lot not more than four subcontractor, vendor, and architect signs, including his own for the period of construction only. No Sign shall exceed two feet by three feet, or be higher than three feet above the ground. All contractor and architect signs must be removed upon completion.

(c) **Political Signs.** Political signs may be erected upon a Lot by the Owner advocating the election of one or more political candidates or the sponsorship of a political party, issue, or proposal provided that such signs shall not be erected more than 45 days in advance of the election to which they pertain, and are removed within five days after the election. Such signs

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shall not exceed two feet by three feet, and may not exceed three in number. No signs of any nature may be placed in the Common Areas other than those placed by the Association.

(d) Security Signs. Signs displaying the name of a security company may be erected on a Lot, provided that such signs are ground mounted, limited to three in number and no larger than eight inches by 12 inches. Four inches by four inches Window stickers are allowed. All signs are subject to the approval of the ACC.

(e) Informational Signs. Signs stating rules, regulations, or directions may be placed in those locations designed to achieve the greatest visibility with the least disturbance for any Lot Owner and must be placed only in a Common Area or private street right-of-way. No such signs shall exceed two feet by three feet. All signs are subject to the approval of the ACC.

(f) Service and delivery vehicles serving Owners or driven by guests or Owners. Owners shall not park such vehicles in any Common Area. Parking in Common Areas by those providing specific services on behalf of Owners shall be limited to that period of service. Except in cases of an emergency, these vehicles shall not be parked in the Common Areas over night.

In no case shall the total number of signs on any Lot exceed four.

In addition to the foregoing, to protect the safety and harmony of the community, no person shall engage in picketing on any Lot, easement, right-of-way, or Common Area within or adjacent to the Property, nor shall any vehicle parked, stored, driven in, or adjacent to the Property bear or display any signs, slogans, symbols, words, or decorations intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy, or permitted business activities of any Owner or Declarant.

Section 9.6. Parking. No vehicles, trailers, implements, or apparatus may be driven or parked in the Common Area or on any easement unless in use for maintaining such Common Areas. Except for loading and unloading, all street parking except in areas so marked and designated is discouraged. No vehicles may be parked at any time in the cul-de-sac areas noted as fire lanes. Pursuant to Section 8.6 of this Declaration, the Board shall from time-to-time adopt and promulgate rules and regulations relating to the parking of vehicles, trailers, implements, or apparatus throughout the Property, for both the safety of the Owners and the general aesthetics of the Property.

Section 9.7. Campers, Trucks, Boats, and Recreational Vehicles. Vehicles with a cargo capacity of over one ton and/or trucks with advertisements, lettering, or signs on their exterior shall not be kept overnight in the street, designated parking areas, or in any visible location on the Lot of any Owner. Boats, motorboats, houseboats or other similar waterborne vehicles, and trucks, buses, trailers, mobile homes, camp mobiles, campers, and all other vehicles other than conventional passenger automobiles, may be parked in front of a Lot or in a driveway only during the day and only for the purpose of loading or unloading. Storing of any of the above mentioned vehicles on the Lot are subject to the following: The vehicle must be located entirely within the boundaries of the paved area of each Lot. It must be in a fully operational condition. No repairs other than minor maintenance of the vehicle will be allowed on the Lot. The vehicle cannot be visible to the public or any Lot Owner from any street, alley, common area, or adjacent

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Lot. Storage of the vehicle must be brought into full compliance with any and all rules and regulations as may be promulgated by the ACC from time to time.

Section 9.8. Commercial or Institutional Use. No Lot or building erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional, or other non-residential purposes, except for temporary construction offices.

Section 9.9. Tag Sale, Estate Sale, Garage Sale. No resident shall conduct any tag sale, estate sale, garage sale, or any other form of public sale where items are displayed outside the residence or where the general public is invited to the residence.

Section 9.10. Businesses. No resident shall conduct any commercial business from the home that uses employees, other than family members, that requires shipping or receiving of products and materials, or that requires storage of materials or products any kind. All uses of the residence shall be in compliance with the City of Westworth Village zoning ordinances for residential zones.

Section 9.11. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except for cats, dogs, or other generally recognized household pets of a reasonable number, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further, that no more than three adult animals may be kept on a single Lot. All such animals shall be kept in strict accordance with all local laws and ordinances including leash laws and pooper-scooper requirements. All pet owners are responsible for the immediate clean up and disposal of all their pet's waste in any public area or yard.

Section 9.12. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage, or other waste shall be kept in approved containers as required by the City of Westworth Village ordinances. No cans, bags, containers, or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed, or maintained on any Lot where it is visible from any street or adjoining Lot except solely on a day designated for removal of garbage and rubbish and such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal, but shall be removed from view before the following day.

If after ten days prior written notice an Owner shall fail to control weeds, grass, and/or other unsightly growth, or remove trash, rubble, building, and construction debris, and not exercise reasonable care or conduct to prevent or remedy an unclean, untidy, or unsightly condition, then the Board shall have the authority and right to go onto said Lot for the purpose of correcting the problem. The Board shall have the authority and right to fine and collect from the Owner of such Lot a sum not to exceed \$300 for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning as provided in Article VI. The fines, together with interest (at the highest permitted lawful rate per annum) thereon and any cost of collection thereof, shall be the personal obligation of the Lot Owner as well as a charge on the Lot and shall be a continuing lien upon the Lot against which such fine is made. Each such fine, together with interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the Owner of such Lot at the time when the fine occurred. The lien securing any such fine shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

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Section 9.13. Water and Sewage Systems. No individual water supply system or sewage disposal system shall be permitted on any Lot, including, but not limited to, water wells, cesspools, or septic tanks.

Section 9.14. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon in or under any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts will be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above or below the surface of the ground.

Section 9.15. Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping, drainage, or construction of improvements thereon.

Section 9.16. Repair of Building. Each unit Owner shall maintain and repair the exterior of his or her unit and yard in a well-kept, clean, and orderly condition and shall keep all painted surfaces in good unfaded, unpeeling condition.

Section 9.17. Unfinished Structures. No structure shall remain unfinished for more than 18 months after construction has commenced. (Construction shall be considered to have commenced at such time as foundation forms are set.) Construction of the primary residence shall begin no later than 18 months after ownership of the Lot has been legally conveyed by Declarant. In no case shall any structure be left unfinished for more than three years after the purchase of the Lot.

Section 9.18. Violation of Laws or Regulations. No Owner shall permit anything to be done or kept in his residence, on his Lot, or in the Common Areas which would violate any applicable public law or zoning ordinance, or which will result in the cancellation of, or increase the premium(s) for, any insurance carried by the Declarant and/or Association, or which would be in violation of any law or any rule or regulation promulgated by the Board.

Section 9.19. Minimum Floor Area. Each single-family residence shall contain the minimum square footage of air-conditioned floor space (exclusive of garages, porches, and other incidental buildings) as set forth below:

<u>Lot Size</u>	<u>Minimum Square Footage</u>
Greater than 10,000 s.f.	3,600 s.f.
Greater than 8,500 s.f.	3,200 s.f.
Greater than 7,500 s.f. w/ rear entry alley	2,800 s.f.
Greater than 7,500 s.f. w/ no rear entry alley	2,600 s.f.
Less than 7,500 s.f.	2,400 s.f.

Where a single-family residence is two stories, a minimum of 2,000 s.f. shall be on the first floor. No building or structure on any Lot shall exceed two stories in height plus an attic which may be used only for storage.

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The minimum square footage of the following corner lots without rear alleys may be reduced by ten percent of the lot square footage because of additional setback requirements. These lots are identified as Block 1, Lot 1, 8, 9, 21, 23; Block 3, Lot 14, 16; Block 4, Lots 1, 6.

It is anticipated that residences will meet or exceed these minimum thresholds for square footage of air conditioned living area except and unless there are special circumstances or unique design solutions, which may be only sanctioned by the ACC.

Section 9.20. Minimum Setbacks. Any improvement shall comply with the following requirements:

Building and Structures:

Street Frontage (including Corner Lots)	15 feet from Property Line
Side Yard (Adjoining Lots)	5 feet from Property Line
Rear Yard (Adjoining Lots or Alley)	5 feet from Property Line
(Further limited by provisions in Section 10.17)	

Townhome Setbacks:

Front Yard	5 feet from Property Line
Rear Yard	15 feet from Property Line
1 Sideyard	0 feet from Property Line
1 Sideyard	

(a) Front Property Line to 30 feet from Front Property Line - 5 feet; and

(b) 30 feet from Front Property Line to Rear - 0 feet

Garages Doors:

Garage Doors Facing the Street	60 feet from Property Line
Garage Doors Facing the Alley	15 feet from Property Line
(Garage Doors Perpendicular to Property Line must be screened from view see "Garages and Accessory Structure")	

Yard Walls:

Walls, front yard	3 feet high max.	No setback
Walls, front yard	8 feet high max.	15 feet
Walls, side and rear yard	8 feet high max.	No setback
Walls, rear alley	8 feet high max.	No setback

Section 9.21. Clear Sight Triangle. (Referenced as P.O.S.E on the recorded plat) No fence, wall, hedge or planting that can obstruct sight lines at elevations between two feet and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street and in a line connecting them at points 20 feet from the intersection of the street property lines or in the case of rounded property corners, from the intersection of street property lines extended. (DIAGRAM) The same sight line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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Section 9.22. Garages and Accessory Structures. Garages accommodating at least two cars, either attached or detached are required for each residence. Conventional carports are not permitted within public view from the street or adjoining Lot Owners. Porte Cocheres, which are more formal, are permitted with review on a case-by-case basis by the ACC. Where any Lot has an adjoining public alley, the garage must be accessed from that alley, not from the street. Garage doors facing directly toward any street frontage shall be 60 feet from the property line. The setback for a side entry approach garage shall be no closer than 15 feet from the street facing property line and must have a minimum four feet high by ten feet long screen wall. The need for, or height of, such retaining wall may be reduced or mitigated by the distance of such garage from the street. The garage door for alley access garages shall be a minimum of 15 feet from the property line permitting an automobile to move completely out of the alley. Exceptions will be made for Block 2, Corner Lots 1, 9, 10 and 17. The garage doors may be placed on the building setback lines as long as provisions are made to provide for two off street parking spaces elsewhere on site.

Section 9.23. Driveways. Maximum driveway width from the curb to the building setback line will be no greater than 15 feet. A four-foot radius is permitted at the intersection of the drive with the public curb. All Lots adjacent to public alleys must use the alley for driveway access. Shared driveways between Lots are permissible.

Section 9.24. Gazebos, Greenhouses, or Storage Sheds. No freestanding gazebo, arbor, greenhouse, storage shed, or other similar structure shall be erected, constructed, or placed upon any Lot without prior written approval by the ACC.

Section 9.25. Athletic and Recreational Facilities. Outdoor athletic and recreational facilities such as basketball goals, swing sets, sport courts, and tennis courts of either permanent or temporary nature may be placed only between the rear property line of the Lot and the back of the residence. All of the above are subject to the same setback requirements as the primary residence and outbuildings. Any owner wishing to construct any of these facilities must submit plans and specifications in writing to the ACC including but not limited to lighting, fencing and drainage. Such improvements must be screened from view of all adjoining Lots.

Section 9.26. Pools and Pool Equipment. No outdoor pool, whirlpool, or hot tub may be erected, constructed, or installed without prior written consent of the ACC. Above ground pools are expressly prohibited. All pool areas will be enclosed with a minimum six feet high wall with a self-closing entrance to prohibit unauthorized admittance. All pool service equipment shall be fenced so as not to be materially visible or audible from any residential street, alley, or adjoining Lot. Any owner wishing to construct a pool must submit plans and specifications in writing to the ACC including but not limited to lighting, fencing, drainage, and equipment location.

Section 9.27. Screening Walls. Screening Walls shall be as tall as required to visually conceal trash cans, air conditioning equipment, pet enclosures, satellite TV antennas, service courts, wood or storage areas, and other service equipment from view from the street and all neighboring Lots. Walls that screen trash storage areas shall provide a means of securing trash from unintended access.

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Section 9.28. Fences. All fences and/or walls must be masonry and similar to the material used on the residence, or decorative wrought iron, except as specifically provided herein. Structural footings for yard walls, screening walls, and retaining walls must not cross any property lines. Fences along alleys which are in the rear of the Lot and not visible from any street may be constructed of wood with the smooth, finished outside facing the alley. *Fence placement along an alley should provide a three-foot by six-foot area outside the fence line and not in the alley for refuse containers.* Lots backing up to alleys and allowed to have rear wood fencing are Block 3, Lots 38R-2, 31R, 30, 29; Block 2, Lots 2, 3, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 16; Block 5, Lots 2, 3, 4, 5, 6, 7. No fence or wall, except as further limited below, may be taller than eight feet.

Lots in which the rear-facing fence or wall cannot be seen from a Common Area (upon completion of all public and private improvements) are specifically identified as Block 1, Lots 5, 6, 7, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 24, 25, 26, 27; Block 3, Lots 5, 6, 11, 15, 18, 19, 20 may, as an option, erect wood fences not to exceed six-feet tall, with the finished side facing the adjoining Lot(s). As in the case with all improvements, all materials, colors, and stains must be approved by the ACC. Doorways and gates in the fences or walls may be wood or decorative wrought iron.

Lot owners are allowed to finish any unfinished portion of the Perimeter Wall of Westworth Park which adjoins their respective Lot, with materials that match the materials of their residence. The Perimeter Wall was designed to receive a brick or stone veneer, stucco, or paint. These materials are not to be visible to the general public and may not project above the wall or beyond the property corners of each Lot and are subject to the rules of and review by the ACC. All drainage outlets in the wall must remain the same size and location and must not impede or obstruct the flow of rain runoff as the water drains from the front of the Lot through the Perimeter Wall. Specific attention should be given to Block 3, Lots 1, 2, 3, 4, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29.

Section 9.29. Utility Meters and Air Conditioning Equipment. All mechanical equipment shall be sufficiently screened so that it will not be seen from any public area or any adjoining Lots. Equipment screens shall be constructed of materials that match those used on the residence.

Section 9.30. Exterior Sculpture. All exterior sculpture, fountains, flags, and other decorative accessories on the Lots or Property are subject to review and approval by the ACC.

Section 9.31. Mail Boxes. In working with the United States Post Office per their requirement to achieve maximum pairings, the Declarant has determined the location, type, and method of installation for each set of mailboxes and installation of each respective mailbox.

Section 9.32. Landscape Design Objective. Declarant has enlisted the landscape design and installation oversight services of a regionally-noted landscape architect for all public areas immediately around Westworth Park. All landscape plans for public spaces, as well as individual Lots should encourage the creation of overall aesthetic harmony throughout Westworth Park with high landscape standards in public spaces and parkways carried through to the individual home sites. Landscape designs presented to the ACC should compliment the unique character of each home, as well as desires of its Owners while promoting the "Architectural

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Design Guidelines” set forth in Article X below. Such consistency will serve to create a pleasing landscape environment while providing a unified and elegant atmosphere for both homeowners and visitors alike.

Bed lines, tree planting layouts, and bed edging should blend into adjacent Lots, having clean lines and no conflict of plant materials upon maturity. In addition, attention should be paid to the sun and shade patterns surrounding each respective home, to achieve optimal shade creation, desired light and views, environmental microclimates, and final mature growth patterns of plantings. Elevation changes on each Lot will be evaluated, insuring smooth transitions for grading differences and drainage concerns. Planting bed edgings will be consistent in order to eliminate the visual clutter of materials.

Section 9.33. Landscape Plant Palette. The Landscape Architect designated by Declarant or the Association from time-to-time (“**Landscape Architect**”), will identify a selection of plant materials for public area use as well as an individual’s home site landscaping visible to the public. Homeowners may select plant materials from the attached landscape plant palette (see attached landscape plant palette “Exhibit B”) which are well adapted or indigenous to our region and promote harmonious landscaping depth, texture, and color throughout the seasons.

Section 9.34. Landscape Screens. All undesirable views, including, but not limited to, utility areas and mechanical units, are to be completely screened from public view. Large expanses of concrete will be softened with berms or planting, or a combination thereof. In addition to the landscape planting plan submitted for each home, exterior hardscape features such as pottery, furniture accents, entry courtyards, circle driveways, offset parking, or water features are also subject to design approval by the ACC.

Section 9.35. Construction in Place. All units constructed on the Property shall be built in place on the Lot and the use of prefabricated materials other than trusses, cast stone, and wall panels shall be allowed only with the prior written approval.

Section 9.36. New Materials. Only new materials shall be utilized in constructing any structures situated upon a Lot, unless approved by the ACC.

Section 9.37. Detached Buildings. No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed, or constructed upon any Lot without the prior consent of the ACC. All detached buildings such as workrooms or garages shall have the same architectural style and color treatment as the main residence.

Section 9.38. Retaining Walls. Retaining walls shall be constructed of concrete and, where visible from a street or Common Area or any adjoining lot shall be faced with brick, stone, or stucco in a manner which matches that used on the dwelling.

Section 9.39. Builder’s Damage and Clean Up Deposit. Following the submission of design plans by Owner, but prior to final approval of those plans by the Architectural Control Committee, a \$1000 builder’s damage and clean up deposit will be placed by the Lot Owner for each Lot with the Association. All costs of repair and replacement from damage to Common Areas by a homeowner, homeowner’s contractor, homeowner’s subcontractor, or their agents or employees will be paid from this deposit. Any individual lot clean up cost incurred by the

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Association due to failure by any Owner or Owner's contractor or their agents to remove debris and trash from the Lot will also be paid from the subject deposit. In the event of disagreement as to who is the responsible party for the violation of this use restriction, such disagreement shall be decided by the Board of the Association, in its sole discretion. Upon earlier withdrawal of design plans or issuance of a certificate of occupancy, any balance remaining in the damage and clean up deposit will be refunded to the Lot Owner. Lot Owner shall be entitled to receive five days' notice in writing that this particular use restriction has been violated, and shall be given a period of three days in which to cure the same and notify the Association in writing that the same has been corrected.

ARTICLE X ARCHITECTURAL DESIGN GUIDELINES AND CONTROLS

Section 10.1. Architectural Control Committee. For the purpose of establishing and maintaining a distinctive, and homogeneous residential environment for the benefit and enjoyment of the City of Westworth Village and the Owners, the Declarant hereby establishes the Architectural Control Committee. The ACC shall function as the representative of the Owners of the Lots for the purposes herein set forth, as well as for all other purposes consistent with the creation and preservation of a first-class residential development. The ACC shall use its best efforts to promote and ensure a high level of quality, harmony, and conformity throughout the Property.

Section 10.2. Architectural Control Committee Membership. The ACC will consist of up to three members. Each person will hold office until such time as she/he has resigned, been removed, or her/his successor has been appointed.

Section 10.3. Appointment and Term of Members. All members shall initially be appointed by the Declarant on behalf of the Westworth Park Homeowners Association. All of the members of the ACC will be appointed, removed, and replaced by the Declarant, in its sole discretion, until the expiration of the period of Declarant control or such earlier time as Declarant may elect to voluntarily waive this right by notice to the Association, and at the time the Board will succeed to Declarant's right to appoint, or replace, members of the ACC.

The term of office of each member of the ACC will be one year, commencing January 1 of each year, and continuing until his successor shall have been appointed. Should an ACC member die, retire, or become incapacitated, or in the event of a temporary absence of a member, a successor may be appointed.

Section 10.4. Membership Requirements. Members of the ACC appointed by the Board or the Declarant need not be members of the Association. One member of the ACC is required to be a licensed design professional in the field of architecture. The ACC shall contract and/or assign some of the ACC's administrative duties, but not authority, to any qualified design professional as needed.

Section 10.5. Resignation of Members. Any member of the ACC may at any time resign from the ACC upon written notice stating the effective date of the member's resignation to the Board, or to the Declarant, whichever then has the right to appoint and remove members.

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Any member may be removed at any time by the body that appointed them, with or without cause.

Section 10.6. Functions of the ACC. It will be the duty of the ACC to consider and act upon such proposals or plans from time to time submitted to it in accordance with the design review procedures established below (the “Controls”); to amend the Controls as deemed appropriate with the approval of the Board; and to perform any duties assigned to it by the Declarant, or the Board as set forth in this document and the Declaration.

Section 10.7. Compensation. The Board or Declarant, whichever then has the greater number of appointed members, will have the right to set the compensation for the ACC members. Compensation may at any time be revoked or changed by the Declarant or Board with or without cause. All members will be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any ACC function or duty. The ACC shall contract and/or assign some of the ACC’s administrative duties, but not authority, to any qualified design professional as needed.

Section 10.8. Third Party Advice. The ACC may, at its sole discretion, call upon third party professionals to render expert advice on specific issues pertaining to architectural or design review. Compensation for such third party review must be approved by the Board or Declarant.

Section 10.9. Amendment of Design Controls. The ACC may, from time to time with the approval of the Board, adopt, amend, and repeal by unanimous vote, rules, and regulations to be incorporated into, or amendments of, the Controls, which, among other things, interpret, supplement, or implement the provisions of the guidelines. All such rules and regulations or amendments, as they may from time to time be adopted, amended, or repealed, will be appended to and made a part of the Controls. Each Owner is responsible for obtaining from the ACC a copy of the most recently revised Controls.

Section 10.10. Non-Liability. Provided that ACC members act in good faith, neither the ACC nor any member will be liable to the Association, any Owner or any other person for any damage, loss, or prejudice suffered or claimed on account of:

- (a) Approving or disapproving any plans, specifications, and other materials, whether or not defective.
- (b) Constructing or performing any work, whether or not pursuant to approved plans, specifications, and other materials.
- (c) The development or manner of development of any land within Westworth Park.
- (d) Executing and recording a form of approval or disapproval, whether or not the facts stated therein are correct.
- (e) Performing any other function pursuant to the provisions of the Controls.

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Neither the ACC nor any member, employee, or agent will be liable to any party for any action or failure to act with respect to any matter if such action or failure to act was in good faith and without malice.

Section 10.11. Architectural Design Objectives. The following are the “**Architectural Design Guidelines**” for Westworth Park.

The Architectural Design Guidelines are intended to create a community that is ultimately enhanced with the addition of each new residence. In the tradition of many of the older Fort Worth neighborhoods, the Architectural Design Guidelines are intended to promote not only the creation of a community that is stately, secure, and confident in its reserve, but also one which promotes neighborly respect and pride in the community. Everyone is subject to these guidelines for their benefit and protection as well as for that of the Westworth Park community.

The Architectural Design Guidelines are intended to promote the construction of residences that are distinguished, handsome and reflect a quiet, understated elegance. The ACC will review each proposed residence for its achievement of this objective. The Committee will use the basic architectural principles of scale, proportion, balance, rhythm, unity, and character to evaluate each residence. These principles are outlined later, in more detail.

The Architectural Design Guidelines are intended to promote the construction of residences that have a substantial and enduring quality to their appearance. The guidelines specify a selection of masonry materials to be used for the external walls and roof of each residence. These materials include brick, stone, cast stone, and stucco for the walls and slate, concrete, and terra cotta tile for the roofs. In addition the guidelines specify design criteria that promote the substantial quality of each residence. Some of these criteria include recessing the exterior windows from the face of the building to provide depth and a sense of mass, and elevating the first floor 18 inches above the finished grade to promote importance.

The Architectural Design Guidelines are intended to promote the construction of residences that are respectful and complimentary to their adjoining neighbors and to the Westworth Park Community as a whole. The guidelines set forth requirements for building roof layouts, heights, massing, and setbacks. These are provided to maintain a relative harmony between adjoining residences. One residence should not over shadow or dominate one that is adjacent to it. As part of the design submittal each residence is required to demonstrate how the front facades and landscape elements relate to the adjoining Lots.

The Architectural Design Guidelines are intended to enhance the visual appearance of the community and to promote pedestrian enjoyment through unified and harmonious landscaping. Each Owner will have a selection of landscape design and plantings as provided and installed by the Landscape Architect.

Section 10.12. Building Composition. There must be an architectural composition based on the basic architectural principles of proportion, scale, balance, rhythm, hierarchy, harmony, and contrast. Each of these architectural qualities should be readily identifiable.

Proportion: Proportion is the relationship between one part of a composition and another, or between one element and the whole. Proportion is similar to scale but is not dependent on using a

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known size. There are no hard fast proportioning system rules. Correct proportion is a decision that is made very much by eye.

Scale: Scale is the way that we as humans get some understanding of an object's size. Scale is a way of understanding the relative size of something as related to another element of known size. Scale also occurs when one object or space is seen in relationship with the size of another object or space. In this case there is some overlap with proportion.

Balance: Balance is the arrangement of elements in a composition that achieve a visual equilibrium. Balance depends on the idea of visual weight. For instance large forms appear heavier than smaller ones, highly textured or detailed surfaces are heavier than smooth or plain, dark elements are heavier than light, complex shapes weigh more than simple shapes. All visual compositions have a balance point or axis within which the balancing takes place. Balance can be achieved symmetrically or asymmetrically.

Rhythm: A powerful design principle is the use of rhythm which is the use of elements in a regular pattern. Rhythm can be simple or complex with either regular or irregular spacing. Elements can be arranged in the same way a composer establishes a musical rhythm.

Hierarchy: In all architectural compositions there are some elements that are more important than others. The architect or designer needs to understand the various dominant and subordinate parts of a building to create a design that enhances these hierarchies and provides a focus on the important features.

Harmony: Harmony in a composition is the agreement of the parts to each other and to the whole. A harmonious design is one in which all the pieces seem to belong, working to reinforce the overall design theme. Harmony is the way that a wide variety of forms, shapes, textures, colors, and elements work together to compliment each other creating a unified and satisfying composition.

Contrast: Contrast is necessary for understanding the way we perceive the difference between things, create importance and add interest.

Section 10.13. Building Form. The building form should be based upon traditional masonry construction techniques. The structural organization of the residence should be clearly recognizable. Residences should be articulated with two or three simple volumes of one or two stories with one volume clearly being dominant.

Section 10.14. Responding to Neighboring Residences. In addition and wherever possible the building composition should recognize and be respectful to the residences of the adjoining Lots. The Architectural Control Committee will evaluate all submissions with the fundamentals of scale, proportion, hierarchy, and harmony.

Section 10.15. Entry Elevation - Finished Floor Height. The entry landing or stoop should be elevated above the yard. The finished floor level at the entry or front door should be a minimum of 18 inches above the final grade of the surrounding yard. Final grade is the average finished ground level within five feet of building. The following lots will have a finished floor level of six inches above the final grade. These lots are Block 1, Lots 23, 24, 25, 26, 27.

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Section 10.16. Roof Form. It is intended that the dominant mass of the building will be covered by one roof volume with one ridgeline. Typically roof forms should be gabled and/or hipped utilizing a double pitch. The minimum roof slope shall be three feet by 12 feet and the maximum shall be 16 feet by 12 feet. Only two different roof pitches, within the above ranges, may be used on the residence including any pitches used on gables, dormers and other projections. No more than five different ridgeline elevations will be permitted, including ridgelines used on gables, dormers, and other projections. No more than three different eave heights, as measured from finished floor at entry level, will be allowed. Flat roofs are permissible provided that the roofing material is screened with a parapet of sufficient height so no portion will be visible from the ground level at a street, public area, or adjoining Lot. Mansard roof designs are accepted from the above design criteria and will be considered on a case-by-case basis by the ACC.

Section 10.17. Roof Height - Primary Residence. The maximum allowable building height, exclusive of chimney and minor roof projections, shall be 32 feet. The height of a building shall be the vertical distance measured from the floor level 18 inches above average grade to the deck line of a mansard roof; and to the mid span between eaves and ridge for a gable, hip or gambrel roof. The maximum allowable building height to the highest point of the parapet wall at a flat roof will be 26 feet. In no case shall any building exceed a true vertical height 38 feet above finished entry level. No building or structure on any Lot shall exceed two stories in height plus an attic which may be used only for storage.

Section 10.18. Roof Height - Detached Garage and Utility Buildings. All detached garages, utility buildings, and similar structures shall have a maximum building height of 26 feet as defined in the previous section.

Section 10.19. Building Elements, Fascias, Eaves, Roof Overhangs, and Chimneys. The design of the fascia and eave should be consistent with the style of the house. Building Elements, Fascias, Eaves, Roof Overhangs, and Chimneys may not project more than 24 inches into the building set back area. This includes gutters, downspouts-rafter tails, and cornices.

Section 10.20. Exterior Wall Form and Height. Exterior walls should be simple refined compositions that firmly anchor the building to the site. On any street frontage, no wall may run more than 50 feet without an offset of at least 18 inches. No vertical wall surface may exceed 26 feet in height without an offset or change of plane.

Section 10.21. Window Proportions. In general the windows will be double or triple hung, casement, or French casement. They should be vertically oriented in a proportion of one to 1.5. Muntins or mullions dividing the sash should reinforce the verticality of the window. Windows in these proportions may be grouped to form horizontal openings. All windows should have brick moulding or similar trim. The face of this trim should be recessed a minimum of three inches from the face of the exterior wall. In some cases the ACC will allow the use of windows on the side walls of the residence that are long and horizontal as might be used in bathrooms or kitchen areas. These are not to be used on the front or any street facing façade.

Section 10.22. Front Doors. The brick mold or trim of the front entry door should be recessed 18 inches from the face of the exterior wall. All other doorways should have brick

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moulding or similar trim. The face of this trim should be recessed a minimum of four inches from the face of the exterior wall.

Section 10.23. Driveways and Walks. Smooth finish concrete, stained or colored concrete, exposed aggregate concrete, concrete pavers, stamped concrete with integral color, bomanite, flagstone, bluestone, cut stone, slate, and brick are approved building materials. Broom finish concrete (unless stained), asphalt, gravel, crusher fines, or compacted soils are not acceptable materials. (See, previous section for allowable design and width).

Section 10.24. Yard Walls. All yard walls must be finished in the same material or a material that is complimentary to the principal material of the residence. Consideration of the materials used in adjoining residences should be given to the material selection of shared walls. (See, previous section for allowable setbacks, height, and form).

Section 10.25. Foundations. All above grade visible or exposed foundation walls, stemwalls, grade beams, and piers eight inches above finished grade must be finished in the same material as the principal material of the residence. Visible or exposed foundation walls, stemwalls, grade beams, and piers between finished grade and eight inches above finished grade may receive a stucco or painted finish to blend with the primary materials of the residence. Exposed aggregate concrete, cast stone, or textured concrete block with integral color may also be considered. Unfinished cast-in-place concrete or unfinished concrete block will not be permitted.

Section 10.26. Exterior Walls. The exterior materials used in Westworth Park will be of the types used in traditional masonry construction. Each residence is to use one principal material and one secondary material different from the principal material. The principal material is to be used on the wall surfaces and the secondary material is to be used for door and window fenestration, entries, steps, cornices, quoins, etc. Approved materials include cut limestone, ashlar stone, coursed and roughly squared stone, cast stone (cast concrete), brick, and cement stucco. Decorative brick patterns are encouraged. Cement stucco should be used as a principal material and its use as a secondary material will be considered on a case-by-case basis. In general all materials should be natural and authentic, synthetic look-a-likes will be considered on a case-by-case basis. The use of wood or metal cladding should be limited to areas of trim, fascias, eaves, and accents. Exterior walls may not be metal, vinyl, plywood or wood siding, fiberglass, mineral composition, or panelized masonry. Samples of proposed exterior materials must be submitted for color approval including all grouts, mortars, cladding, and trim colors. The aesthetic merits of any combination of exterior materials are subject to review and approval by the ACC.

Section 10.27. Roofing Materials. Approved roofing materials for Westworth Park include slate, concrete tile, clay tile, and/or non-reflective, raised seam, galvanized or copper roof. Painted, low luster metal roofs, like a Kynar 500 finish, may be approved for specific colors. Flat roofs must be finished with a color aggregate ballast or cap sheet matching the walls or other roof materials of the residence. Wood shingles, wood shakes, asphalt shingles, asphalt roll roofing, and sealed or painted metal surfaces that are reflective are not allowed. Three-dimensional composition-roofing materials designed to resemble slate in color and texture will be considered by the ACC on a case-by-case basis. Samples of proposed roofing materials must be submitted for color and texture approval. The aesthetic merits of any combination of exterior materials are subject to review and approval by the ACC. (See, previous section for allowable slope, height, and form).

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Section 10.28. Chimneys and Flues. All chimneys and flues must reflect traditional masonry construction and adhere to the material requirements defined for the exterior walls above. These requirements are for masonry and zero clearance prefabricated fireplaces as well as all flues from appliances and furnaces. The chimney shall be capped in a way that screens all manufactured flue elements so that the finished appearance is indistinguishable from a true masonry chimney. (See, previous section for allowable height and form).

Section 10.29. Plumbing Vents, Exhaust Vents and Roof Vents. All plumbing vents, exhaust vents, and roof vents must be located or disguised in a manner which makes them unidentifiable from the street. No manufactured flue or exhaust pipe elements may be visible from the street. Multiple vents penetrating the roof are discouraged. All efforts should be made to combine roof vents and flues.

Section 10.30. Gutters and Downspouts. All homes shall be fully guttered. Gutters and downspouts should be half rounds and/or square or metal links and made of materials complimentary to the roofing or fascia of the home. The location of downspouts on the front façade must be placed so that there is a logical relationship between the design of the front facade and the downspout mounted to it. Where symmetry is characteristic of the façade, there should be symmetrical placement of downspouts.

Section 10.31. Windows. In addition to the requirements previously outlined, window units shall be double or triple hung, casement, or French casement. Sliding, awning, and picture units will be reviewed on a case-by-case basis by the ACC. All windows are to be wood, metal clad wood, or anodized storefront windows system. No vinyl or aluminum frame windows are permitted. Clear anodized aluminum and / or galvanized steel finishes will be reviewed on a case-by-case basis by the ACC.

All windows are to have a minimum of one and-one half inch trim or brick moulding on the outside of the frame. No window or door installation will be permitted without this trim except for storefront systems. The face of this trim shall be recessed a minimum of three inches from the face of the exterior wall for brick or stone and two inches from the face of the exterior wall for stucco.

Multi-paned window units are permitted provided that all dividing muntins are authentic or appear authentic. No snap-in muntins or grids are permitted. In simulated divided lites, the muntins must appear on both the interior and exterior surface of the windows with the insulating glass spacer bar matching the muntin pattern. (See, previous section for allowable form and details).

Section 10.32. Doors. In addition to the requirements outlined previously, door units shall be single or double units. Sliding or patio units will be reviewed on a case-by-case basis by the ACC. All doors are to be wood, metal clad wood, or anodized storefront system. Wrought iron and glass doors will be reviewed on a case-by-case basis by the ACC. No vinyl or aluminum doors are permitted. Clear anodized aluminum and /or galvanized steel finishes will be reviewed on a case-by-case basis by the ACC.

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All door frames are to have a minimum of one and one-half inch trim or brick moulding on the outside of the frame. No exterior door installation will be permitted without this trim except for storefront systems. The face of this trim shall be recessed a minimum of four inches from the face of the exterior wall except at the front entry where it will be a minimum of 18 inches.

Multi paned window units in doors are permitted provided that all dividing muntins are authentic or appear authentic. No snap-in muntins or grids are permitted. In simulated divided lites the muntins must appear on both the interior and exterior surface of the windows with the insulating glass spacer bar matching the muntin pattern. (See, previous section for allowable form and details).

Section 10.33. Garage Doors. Garage doors should be wood panel or wood-faced insulated sectional overhead doors with fenestration or an applied panel pattern. Lightweight hollow metal or aluminum overhead doors are not allowed in areas visible from the street or public way (not including alleys). Garage doors should be placed to mitigate their appearance from the public. (See, previous section for allowable setbacks, location, and screen wall requirements).

Section 10.34. Glazing. All glazing shall be double paned or as required to meet the Energy Code of the State of Texas. Glass may be coated or tinted to control solar heat gain. Decorative glass, frosted, colored, and/or etched may be used for accent areas. Highly reflective glazing material and sun screening films are prohibited for use in windows, glazed doors, skylights, or other applications.

Section 10.35. Building Projections, Landscape Elements and Accessory Structures. The use of architectural extensions attached to the house such as porches, porticoes, arbors, and pergolas to provide both shade and to some extent weather protection is encouraged. The style, materials, and details of these architectural elements should be consistent with the architectural style of the house. All porches or porticoes should appear to be an integral part of the design with a minimum depth of six feet.

Section 10.36. Skylights and Solar Applications. Skylights are not permitted where they are visible on the portion of roof seen from the public street. Solar panels are generally discouraged because they can result in excessive glare and reflection. They would only be approved by the ACC if the hardware is integrated into the structure or the landscaping of a Lot such that it is not visible from the public street or any other Lot or property.

Section 10.37. Heating, Ventilating and Cooling. All residences are required to have installed a centrally refrigerated air conditioning system. Heat may be gas fired air, hot water baseboard, radiant electric baseboard, or heat pump. Window or wall type air conditioning units are expressly prohibited. All equipment shall be sufficiently screened so that it will not be materially visible from adjoining Lots or public areas. The equipment should be positioned to minimize noise to adjacent properties. Equipment screens shall be constructed of materials that are complimentary to the materials used on the residence. All flues and vents must be hidden from view as previously described. Rooftop equipment is subject to review and approval by the ACC.

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Section 10.38. Utilities. All utilities providing services to the primary residence and to all outbuildings shall be installed underground. This includes but is not limited to electrical service, all telecommunication services including television, cable, telephone or satellite, water, sewer, and natural gas. The use of LP tanks (propane) is prohibited. The location of all meters shall be made as unobtrusive as possible and is subject to review by the ACC.

Section 10.39. Antennas and Satellite Dishes. No television, radio or telephone antennas, or satellite-receiving "dish" larger than 24 inches diameter shall be visible from the public street or any neighboring Lots. Exceptions will be considered where reception is impaired and front placement may be mitigated by landscaping.

Section 10.40. Design Review. Improvement plans will be carefully reviewed by the ACC to ensure that the proposed design is compatible with the design objectives and intent at Westworth Park. This design review process must be followed for any of the following Improvements:

- (a) Construction of all new buildings and all outbuildings;
- (b) The renovation, expansion, or refinishing of the exterior of an existing building;
- (c) Major site and/or landscape improvements (including pools, athletic facilities, driveways, fountain sculptures, or landscape features); and
- (d) Construction of, or additions to, fences or enclosed structures;

Any Improvement as described above will require and be preceded by the submission of plans and specifications describing the proposed Improvements accompanied by an application fee. The ACC evaluates all development proposals on the basis of these Architectural Design Guidelines. The interpretation of these standards is left up to the discretion of the ACC. It is the intention of this design review process that all Improvements comply with these Architectural Design Guidelines and all applicable City building code requirements.

Section 10.41. Design and Engineering Professionals. The Architectural Design Guidelines, though not complicated, will require a certain technical proficiency and building construction experience to implement. It is strongly recommended that all Lot Owners starting the design review process enlist the professional services of an experienced building designer. These professionals should have a demonstrated ability and sensitivity toward implementing the established design objectives at Westworth Park. Owners may choose any design professional, but consideration should be given of their ability to understand and implement the Architectural Design Guidelines and all City building codes. Contact the ACC for a suggested design professional list.

It is the Owner's responsibility to retain competent assistance from a registered civil, soils, structural and hydrological engineer. Westworth Park will not supply any of this information and will not be responsible for the design or construction.

Section 10.42. Design Review Process. Westworth Park design review process is a four-step process:

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- (a) **"Pre-Design Conference"** (Preliminary Design Sketch Submission)
- (b) **"Preliminary Design Review"** (Resubmission if Required)
- (c) **"Final Design Review"** (Resubmission if Required)
- (d) Construction Monitoring

Having secured final design approval from the ACC, the Owner is also required to meet all the submittal and approval requirements of the City of Westworth Village building department. Construction cannot commence until all necessary permits and applications are obtained.

Section 10.43. Pre-Design Conference. The Pre-Design Conference is intended to familiarize all Lot Owners with the requirements of the Architectural Design Guidelines and the design review process. The Pre-Design Conference reviews the following areas:

- (a) Review of plot plan with building setbacks and driveway locations.
- (b) Review of site plan and building elevations of adjacent lots when available.
- (c) Preliminary building and site development program ideas and requirements
- (d) Review of the landscape design service and contact information for the landscape design and construction by the Landscape Architect.
- (e) Review of approved materials selections.
- (f) Clarification of Architectural Design Guideline objectives
- (g) The requirements, fees, and schedule of the design review process
- (h) Additional survey information requirements.

From this conference, the Lot Owner may decide to informally submit an optional, quick conceptual sketch of the proposed residence. This sketch would most likely be a floor/site plan at 1/8"= 1'-0" scale showing the overall design intent. The purpose of this optional sketch and conference is to confirm that the design professionals are headed in the right direction and are interpreting the Architectural Design Guidelines correctly.

Section 10.44. Preliminary Design Review. After the Pre-Design Conference, the Owner shall submit a written application and the design review application fee of \$1,500 payable to the Westworth Park Architectural Control Committee for Preliminary Design Review, together with Preliminary Design Review submission materials described below.

Required Preliminary Design Review Submission

The Lot Owner shall prepare and submit to the ACC for review and approval a Preliminary Design Review package which should adequately convey existing site conditions, constraints,

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building orientation and design, vehicular, and pedestrian access, the proposed use of exterior materials, colors, and conceptual landscape design. It is recommended that all architectural plans be prepared by a building design professional. Landscape plans should also be prepared by a landscape architect or experienced landscape company. The submission shall include the following:

Preliminary Design Review Application Form

Two sets of architectural and engineering drawings and two sets of these plans reduced to 11 inches by 17 inches containing the following information:

Location Map - indicating location of Lot within Westworth Park

Site Plan - 1"= 20' minimum scale, showing existing topography and proposed grading and drainage (1' contour interval), building footprint with finished floor grades, driveway, parking area, turnarounds, drainage, fences/walls, patios, decks, pools, and any other site amenities. If available, show how this plan relates to improvements on adjoining lots.

Schematic Floor and Roof Plans - minimum scale 1/8" = 1'-0", showing all floor plan layouts of the first and second floors, including any proposed attics, basements, garages, guest quarters, and accessory structures. Include both gross building square footage and air-conditioned square footage.

Schematic Elevations - minimum scale 1/8"= 1'-0, including roof heights, existing and finish grades, building heights and notation of exterior materials.

Rendered Street Facades - minimum scale 1/8" = 1'-0 of the street facing façade(s) rendered in color and illustrating shadow lines and landscaping (including partial elevations of adjoining Lots showing the relationship between the structures if structures either exist or are in the planning process.)

Site Sections - minimum scale 1"=20'-0", showing proposed buildings, building heights, elevations and existing and finished grades in relation to surrounding site, including adjacent Residences and roads as may be required by the ACC.

Conceptual Landscape Plan - a conceptual plan at 1" =20'-0" minimum scale, irrigated areas, areas of planting, preliminary plant list, total square footage of landscape area, water features, pools, patios, decks, and any other significant design elements. This plan will be prepared by the Owner's landscaping company or design professional.

Section 10.45. Staking. (If requested by the ACC) The Owner will stake the location of corners of the proposed buildings and all other major Improvements upon submittal of Preliminary Design Review documents. In those instances, where exceptions are requested, the ACC may require that ridgeline flagging be erected to indicate proposed heights of buildings.

Section 10.46. Preliminary Design Review Meeting. Upon receipt of the required documents and staking of the property, the ACC will notify the Owner of the scheduled meeting date to review the preliminary design documents. The Owner and/or consultant(s) must be present at the meeting, or the submittal will be postponed and rescheduled. The ACC will

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review and comment on the application at the meeting, allow time for discussion with the Owner and/or consultant(s), and subsequently provide the Owner with the conclusions of the meeting in writing.

The comments of the ACC on the preliminary submittal are advisory only, and shall not be binding upon either the Owner or the ACC. A second review meeting may be necessary to review corrected and/or new materials. Corrected materials will be provided to the ACC a minimum of five working days prior to the next regularly scheduled meeting. Upon approval the ACC will return to the Owner one set of 11 inch by 17 inch drawings with any comments made during the process. These must be resubmitted with the final design review submission.

Section 10.47. Final Design Review. Within six months of Preliminary Design Review approval, the Owner shall initiate Final Design Review by submitting required Final Design Review documents. If the Owner does not submit drawings within this time frame all previous approvals are revoked and a new Preliminary Design Review and review fee of \$1,500 must be resubmitted. Those documents and procedures for Final Design Review are described below.

(a) Final Design Review Submission

The Applicant shall provide all information necessary to reflect the design of the proposed buildings(s), landscape or other features requiring the approval of the ACC. Final Design Review documents shall generally conform with the approved Preliminary Design Review documents. In addition to the architectural and landscape plans the submission should include all necessary civil, structural, mechanical and electrical drawings. All architectural plans submitted are to be prepared by a design professional.

(b) Final Design Review Applications Form

Approved set of 11 inch by 17 inch drawings of the Preliminary Design Review submission with copies of any comments or suggested corrections. Submit four sets full size and two sets of 11 inch by 17 inch reductions of final plans that include the following:

Site Plan – 1"=20'-0" minimum scale, address, lot size, buildable area, property lines with building setbacks, existing topography and proposed grading (one-foot contour interval), drainage, building footprint with finished floor grades, driveway, parking area, turnarounds, fences/walls, patios, decks, pools, recreational facilities, and any other site amenities. Provide the height, length, and material selections for all exterior walls, screen walls, gates, stairs, planters, and other site features. Show the locations of all mechanical, electrical, and pool or spa equipment. If available, show how this plan relates to improvements on adjoining lots.

Floor Plans - 1/4"= 1'-0", indicate all room dimensions, door/window locations and sizes, location of mechanical and electrical systems, fire sprinkler and monitoring systems. Indicate the location and type of all exterior lighting fixtures, proposed fireplaces, and kitchen appliances. Provide floor plans of all accessory structures. Include both total gross square footage and total air-conditioned square footage for all floors including attics or basements.

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Roof Plans – 1/8"= 1'-0" Illustrating roof slopes, materials, gutters and downspouts, vents, chimneys and all dormers, roof windows, and skylights.

Elevations – 1/4"= 1'-0", illustrate the exterior appearances of all views labeled in accordance with the site plan. Indicate the highest ridge of the roof, elevation of the mid-span of roof, all other ridge heights, eave heights, depths and overhangs, and indicate all roof slopes. Indicate the elevation of each floor, and existing and finished grades for each façade or building elevation. Describe all exterior materials, colors, and finishes (walls, roofs, trim, vents, windows, doors, etc.) and locate all exterior lighting fixtures.

Sections - indicate building walls, floors, and interior relationships. Finished exterior grades and any other information to clearly describe the interior / exterior relationships of the building as well as the building's relationship to the site and adjoining lots.

Landscape Plans – 1"= 20' minimum, including an irrigation plan, lighting plan, proposed location, type, and sizes.

Civil, Structural, Mechanical and Electrical Plans as required to illustrate any of the exterior design features of the house. These will be reviewed for compliance with the Architectural Design Guidelines only. They are required to be reviewed by all applicable building authorities.

(c) Sample Board

If using materials that are different from the materials on the approved materials list please provide samples for:

Roof material and color, wall materials and colors, Exterior trim material and color, window material and color, exterior door material and color, stone / rock materials, Exterior rails and paving materials.

The ACC will review and approve or disapprove the sample board at Final Design Review. If deemed necessary by the ACC approval may be contingent upon field mock-ups of all colors and materials at the appropriate time in the construction process and in sizes/ context that will allow a clear understanding of the final product. Regardless of previous approvals, the ACC reserves the right to require changes to the field mock-ups if they do not meet the objectives of the Architectural Design Guidelines.

Section 10.48. Final Design Review Meeting. Upon receipt of the required documents, the ACC will notify the Owner of the scheduled meeting date to review the Final Design Review documents. The Owner and/or design professional(s) must be present at the meeting, or the submittal will be postponed. The ACC will review and comment on the application at the meeting, allow time for discussion with the Owner and/ or design professional(s), and subsequently provide the Owner with an approval or conclusive recommendations in writing for refinements to the design. A second review meeting may be necessary to review refinements, revisions and/or new materials. In some instances, the ACC may request a final staking of the location of all corners of proposed buildings if the final design documents vary substantially from

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approved Preliminary Design Review documents. If the changes are deemed to be this significant an additional design review fee of \$500 will be required before approval will be given. These materials must be provided to the ACC a minimum of five working days prior to the next scheduled meeting.

Section 10.49. Final Design Approval. The ACC will issue Final Design Review approval in writing within seven working days of a vote for approval at a final design review meeting. If the decision of the ACC is to completely disapprove the proposal, the ACC shall provide the Owner with a written statement of the basis for such disapproval to assist the Owner in redesigning the project so as to obtain the approval of the ACC.

Section 10.50. Commencement of Construction. All construction shall commence within six months of Final Design Review approval. Failure to commence construction within the stipulated six month period will require resubmission of the final design per construction and shall be completed within 18 months from start of construction. If construction is not started within the allotted time frame all design approvals are revoked and resubmission with full review fee is required.

Section 10.51. Resubmittal of Plans. In the event that final submittals are not approved by the ACC, the Owner will follow the same procedures for a resubmission as for original submittals. An additional design review fee must accompany each resubmission as required by the ACC.

Section 10.52. City of Westworth Village Building Permit. The Owner shall apply for all applicable building permits from the City of Westworth Village planning and building department after receiving Final Design Review approval from the ACC. Any adjustments to ACC-approved plans required by the City review must be resubmitted to the ACC for review and approval prior to commencing construction.

Section 10.53. Subsequent Changes. Subsequent construction, landscaping, or other changes in the intended Improvements that differ from approved Final Design Review documents must be submitted in writing to the ACC for review and approval prior to making changes.

Section 10.54. Construction Observations. In addition to the building inspections required by the City of Westworth Village the ACC will observe construction to assure compliance with approved Final Design documents and include:

Site Staking – This observation includes review of staking of the construction area including all corners of proposed buildings, setbacks, driveways, and all accessory structures.

On Site Mock Up – If other than approved materials are used the ACC may require an on site mock up of the proposed materials for ACC review and approval. The mock up shall be at full scale and a minimum of four feet by six feet which accurately conveys all proposed exterior materials, colors, (including stone material, and/or siding) and detailing, including window, corner, and trim details and/or details of areas where one material changes to another and or roofing material.

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Framing Observation – This observation must be done prior to enclosure of exterior walls and roof. This is checking for compliance with height and setback requirements.

Final Observation – This observation must be done prior to the certificate of occupancy issued by the City of Westworth Village planning and building department.

Observations When Deemed Appropriate – The ACC may at whatever time and as often as it deems appropriate make inspections of the construction site for compliance with the approved design. The Builder or Owner must allow access to the ACC for this purpose.

If changes or alterations have been found that have not been approved, the ACC will issue a notice to comply.

Section 10.55. Notice to Comply. When as a result of a construction observation the ACC finds changes and/or alterations that have not been approved, the ACC will issue a notice to comply within three working days of the observation. The ACC will describe the specific instances of non-compliance and will require the Owner to comply or resolve the discrepancies.

Section 10.56. Notice of Completion. The Owner will provide the ACC with a notice of completion of any Improvement(s) given Final Design Review approval by the ACC. The ACC will make a final inspection of the property within seven working days of the notification. The ACC will issue in writing a notice of completion within seven working days of observation. If it is found that the work was not done in compliance with the approved final design documents, the ACC will issue a notice to comply within three working days of observation.

Section 10.57. Right of Waiver. The ACC recognizes that each Lot has its own characteristics and that each Owner has their own individual needs and desires. For this reason, the ACC has the authority to approve deviations from any of the Architectural Design Guidelines contained within this document. It should be understood, however, that any request to deviate from these guidelines will be evaluated at the sole discretion of the ACC, and that the approval of deviations will be limited to only the most creative design solutions to unique situations. Prior to the ACC approving any deviation from the Architectural Design Guidelines, it must be demonstrated that the proposal is consistent with the overall objectives of these guidelines and that the deviation will not adversely affect adjoining Lots or the community of Westworth Park as a whole.

It is the responsibility of the applicant to notify in writing via certified or registered mail, the Association, and surrounding property Owners who may be affected by their deviation request. Such notification must occur no less than two weeks prior to the date the ACC is scheduled to hear the request.

The ACC also reserves the right to waive any of the procedural steps outlined in this Architectural Design Guideline document provided that the Owner demonstrates there is good cause.

Section 10.58. Design Review Schedule. The ACC will make every reasonable effort to comply with the time schedule for design review. However, the ACC will not be liable for

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delays that are caused by circumstances beyond their control. The ACC will provide design review according to the following schedule:

Pre-Design Conference- Schedule a meeting Monday thru Friday during normal business hours. Preliminary sketches can be submitted at any time to the president of the Association. Please allow one week for review and comment.

Preliminary Design Review - Application documents are to be submitted 14 working days prior to the next scheduled ACC meeting. Written comments from the ACC meeting will be provided to the Owner no later than seven working days after the meeting. If deemed necessary by the ACC, a second review meeting may be required. Resubmission must be made five days prior to next scheduled ACC meeting. A resubmission fee of \$500 should accompany all documents.

Final Design Review - Application documents are to be submitted 14 working days prior to the next scheduled ACC meeting, and within six months of the preliminary design approval. Written comments from ACC meeting and/or written notice of final design approval will be provided to the Owner within seven working days. If deemed necessary by the ACC, a second review meeting may be required. Resubmission must be made five days prior to next scheduled ACC meeting. A resubmission fee of \$500 should accompany all documents.

Section 10.59. Application Fees. In order to defray the expense of reviewing the plans, monitoring construction and related data, and to compensate consulting architects, landscape architects, and other professionals, the Architectural Design Guidelines establish a total fee of \$1,500 payable to the Association upon submittal of the application for the pre-design conference.

Fees for resubmission shall be established by the ACC on a case-by-case basis but in no case shall it be less than \$500. This fee is subject to revision annually. If the time periods allotted above are not complied with, all approvals are revoked and a new application fee of \$1,500 will be assessed.

Section 10.60. Application Format. An application and information package is available from the ACC for each submission. Each submission must be accompanied by the required information, as specified in the application package instructions, in order to be scheduled for review. The Owner and/or design consultants must attend the ACC meetings to explain a submission or be available to respond to questions.

Section 10.61. Construction Area. Prior to the commencement of any construction activity, the Builder will provide the ACC, for its approval, with a detailed plan of the proposed construction area showing the location and size of the construction material storage and parking areas, and the locations of the chemical toilet, temporary trailer/structure, dumpster, debris storage, fire fighting equipment, utility trenching, and the limits of excavation. Care must be taken to minimize the visual impact of the construction area on neighboring Lots, public areas, and roads.

Section 10.62. Builder Construction Insurance Requirements. All contractors and subcontractors must provide evidence of insurance to their lot Owner and the ACC, prior to final design approval. Confirmation shall be evidenced in the form of a valid certificate of insurance

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naming Owner, the Declarant and its successor, and the Association, as additional loss payees. The required insurance must provide coverage not less than \$500,000 each for general liability and automobile liability. General liability coverage shall contain provisions for contractual liability and broad form property damage. The certificate shall provide for 30 day notice to the additional payees in the event of cancellation or material change in the limits of coverage.

Section 10.63. Access to Construction Areas. Westworth Park requires all Builders to comply with the following:

- (a) Restrict access to the construction area only through the Westworth Park construction gate or other areas as directed by the ACC,
- (b) Identify all vehicles entering Westworth Park with the Builder's name and job site,
- (c) Enforce hours of access, speed limit, and route of travel on the Westworth Park road system as specified by the ACC, and
- (d) Consolidate all deliveries of materials and equipment to the extent feasible.

Section 10.64. Vehicles and Parking Areas. Only vehicles, equipment, and machinery that are essential to the construction of the residence may park within Westworth Park. Specific areas may be designated by the ACC so as to minimize potential problems with neighboring Lots or residences.

Section 10.65. Storage of Materials and Equipment. All construction materials, equipment, and vehicles will be stored within the fenced boundary of the ACC-approved construction area. Equipment and machinery will be stored on-site while needed. No equipment may be stored on the public streets or alleys.

Section 10.66. Construction Activity Times. Until such time as occupancy is established within Westworth Park, the times of construction will be limited to the periods between 7:00 A.M. and 7:00 P.M. Monday through Friday, 8:00 A.M. until 5:00 P.M. on Saturday, 12:00 P.M. until 5:00 P.M. on Sunday, and other times subject to the review and approval of the ACC on a case-by-case basis. No personnel are to remain at the construction site after working hours. Radios and other types of sound systems are not to be heard from any public way or adjoining Lots.

Section 10.67. Construction Trailers and Temporary Structures. Any Owner or Builder who desires to bring a construction trailer or the like to Westworth Park must obtain written approval from the ACC. The ACC will work closely with the Owner and/or Builder to site the trailer in the best possible location to minimize impacts to the site and to adjacent Lots. All such facilities will be removed from the Lot prior to issuance of a certificate of occupancy. Temporary living quarters for the Owner, Builder, or their employees on the Lot will not be permitted.

Section 10.68. Sanitary Facilities. Sanitary facilities, including potable water, must be provided for construction personnel on-site in a location approved by the ACC. The facility must be screened from view from adjacent Residences and roads, and maintained regularly.

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Section 10.69. Debris and Trash Removal. Contractors must clean up all trash and debris on the construction site at the end of each day. Trash and debris must be removed from each construction site prior to such time as trash and debris become visible from the street and transported to an authorized disposal site. Lightweight material, packaging, and other items must be covered or weighted down to prevent wind from blowing such materials off the construction site. Contractors are prohibited from dumping, burying, or burning trash anywhere on the Lot or in Westworth Park except in areas, if any, expressly designated by the ACC. During the construction period, each construction site must be kept neat and tidy to prevent it from becoming a public eyesore, or affecting adjacent Lots. Dirt, mud, or debris resulting from activity on each construction site must be promptly removed from roads, open spaces, and driveways, or other portions of Westworth Park. Construction dumpsters must be positioned on the Lot. They are not allowed on the public street.

Any clean up costs incurred by the ACC or the Association in enforcing these requirements will be taken out of the builder's bond or billed to the Owner as needed.

Section 10.70. Excavation and Grading. Blowing dust resulting from grading and construction operations must be controlled by watering. During construction, erosion must be minimized on exposed cut and/or fill slopes through proper soil stabilization, water control, and revegetation. The Builder is responsible for the implementation of erosion control techniques. Grading operations may be suspended by the ACC during periods of heavy rains or high winds. The Builder must provide silt fencing, straw bale dike, and all other erosion control methods as required by the City of Westworth Village building requirements.

All topsoil disturbed by grading operations must be stockpiled and covered to minimize blowing dust within the construction area and reused as part of the site restoration/landscaping plans.

Section 10.71. Foundations. The Owner is encouraged to seek the assistance of a licensed soil engineer to examine and test soil conditions on his Lot prior to undertaking any design or construction. The ACC makes no representations or warranties, express or implied, as to the soil conditions. The Owner and the Owner's architect, designer, engineer, and contractor shall give due consideration to the design of the foundation systems of all structures. It is the Owner's responsibility to conduct an independent soil engineering investigation to determine the suitability and feasibility of any Lot for construction of the intended Improvement.

Section 10.72. Lot Survey. Prior to commencement of construction, it is the responsibility of the Owner to obtain a survey by a surveyor licensed in the State of Texas to confirm existing grades, property lines, and building setbacks.

Section 10.73. Construction Schedule. All Improvements commenced on a Lot shall be completed within 18 months after commencement according to approved Final Design Review plans, unless an exception is granted in writing by the ACC. If an Improvement is commenced and construction is then abandoned for more than 90 days, or if construction is not completed within the required 18-month period, the ACC may impose a fine of not less than \$100 per day (or such other reasonable amount as the Association may set) to be charged against the Owner of the Lot until construction is resumed, or the Improvement is completed, as applicable, unless the

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Owner can prove to the satisfaction of the ACC that such abandonment is for circumstances beyond the Owner's control.

Section 10.74. Damage Repair and Restoration. Damage and scarring to other property, including open space, adjacent Lots, roads, alleys, driveways, and/or other Improvements will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly at the expense of the person causing the damage or the Owner of the Lot. Upon completion of construction, each Owner and Builder will be responsible for cleaning up the construction site and for the repair of all property that was damaged, including, but not limited to, restoring grades, planting shrubs and trees as approved or required by the ACC, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting, and fencing. Any property repair costs as mentioned above incurred by the ACC will be taken out of the builder's bond or billed to the Owner.

Section 10.75. Construction Signs. Temporary construction signage is allowed at the Owner's discretion. Builder may place upon a Lot not more than four subcontractor, vendor, and architect signs, including his own, for the period of construction only. No sign shall exceed 24 inches by 36 inches, or be higher than three feet above the ground. All contractor and architect signs must be removed upon completion. No other signs may be displayed on the property without written approval of the ACC. The ACC reserves the right to deny installation of any sign deemed inappropriate or offensive. Until such time as occupancy is established within Westworth Park, a Builder may install a sign with an artist's rendering no larger than four feet by six feet.

Section 10.76. No Pets. Construction personnel are prohibited from bringing pets, particularly dogs, into Westworth Park.

Section 10.77. Security. Security precautions at the construction site may include temporary fencing approved by the ACC. Security lights, audible alarms, and guard animals will not be permitted. Due to the inherent danger associated with an active construction site, visitors to any site should be limited to those persons with official business relating to the construction activity, such as construction workers and tradesmen, building officials, security staff, ACC representatives or observers, sales personnel, and the Owner. Construction personnel should not invite or bring family members or friends, especially children, to the job site.

Section 10.78. Noise. Builders will make every effort to keep noise to a minimum. Radios will not be allowed in order to minimize disturbance to neighbors.

ARTICLE XI EASEMENTS

Section 11.1. Easements Reserved by Declarant. Easements for installation, maintenance, repair, and removal of utilities, streets, alleys, the Common Areas, security facilities and equipment, street lights, and drainage facilities, as well as for the Perimeter Wall, are reserved by Declarant for itself, its successors and assigns, over, under, and across the Properties. Full right of ingress and egress shall be had by Declarant at all times over the Properties for the installation, operation, maintenance, repair, or removal of any utility or the Perimeter Wall, together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation, or

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installation of such utility. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder to one or more public utility companies or to the cities of Fort Worth or Westworth Village. Declarant specifically reserves to itself, its successors or assigns, and the Association, the exclusive right, power, and authority to permit, contract for, exclude, receive compensation for, or grant easements with regard to "pay" or cable television use in, on, over, or about such easements, and this grant and declaration of such easements specifically excludes such use and/or the right to use such easements for "pay" or cable television purposes, which use is reserved by Declarant or assigns and the Association.

Section 11.2. Easements Reserved for the Association. Full rights of ingress and egress shall be had by the Association at all times over, under, and across for the maintenance of each Lot in accordance with the provisions hereof and for the carrying out by the Association of its rights, functions, duties, and obligations hereunder, including but not limited to:

(a) An easement to go on or into any Lot or unit to make emergency repairs and/or other work reasonably necessary for the proper maintenance or operation of the Property;

(b) An easement in the event an Owner fails to maintain his Lot as required, herein; and

(c) An easement and right-of-way for the purpose of maintaining, repairing, constructing, revising, or restoring the perimeter fence and to make emergency repairs and do other work reasonably necessary for the proper maintenance or operation of the Property; provided, that any such entry by the Association upon any Lot shall be made with as minimum inconvenience to the Owner as practical.

Section 11.3. Utility Easements. Easements for installation, maintenance, repair, and removal of utilities, security facilities and equipment, streets, lights, perimeter walls, or fences and drainage facilities over, under, and across the Property are reserved as set forth in Section 11.1 above. No Owner shall violate or permit or participate in the violation of any easement reserved as shown on the plat, including any private use of the easement surface area. Any violation thereof shall be deemed a violation of this Declaration, and if, after ten days' prior written notice, an Owner of any Lot shall fail to remedy such violation, then the Association shall have the authority and right to assess and collect from the Owner of said Lot any amount expended by the Association, including attorneys' fees and court costs, in attempting to remedy such violation. Such special individual assessments shall be made, collected, and secured by liens created pursuant to Article IV of this Declaration.

Section 11.4. Police Power Easements. With respect to the Common Properties and streets, easements, and rights-of-way within the Property, the City of Westworth Village and all other governmental agencies and authorities shall have full rights of ingress, egress, regress, and access for personnel and emergency vehicles for maintenance, police and fire protection, drainage, and other lawful police powers designed to promote the health, safety, and general welfare of the residents within the Property.

Section 11.5. Declarant's Easement to Correct Drainage. Declarant hereby reserves for the benefit of Declarant a blanket easement on, over, and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain

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reasonable standards of health, safety, and appearance, and shall be entitled to remove trees or vegetation in the Common Areas and within the street right-of-way without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant to correct or maintain any drainage facilities within the Property.

Section 11.6. Easement for Unintentional Encroachment. The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Areas caused by or resulting from construction, repair, shifting, settlement, or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching property, but only to the extent of such encroachment.

Section 11.7. Entry Easements. In the event that an Owner fails to maintain his Lot as required herein, or in the event of an emergency, the Association shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

Section 11.8. Drainage Easements. Easements for the installation and maintenance of utilities, storm water retention/detention ponds, and/or a conservation area are reserved as may be shown on the recorded plat. Within these easement areas, no structure, plant, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction or flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company, or the Association is responsible.

ARTICLE XII GENERAL PROVISIONS

Section 12.1. Registration with the Association. In order that Declarant and the Association can properly acquaint every Lot purchaser and every Owner with this Declaration and the day-to-day matters within the Association's jurisdiction, no acquisition of any Lot within the Property shall become effective until and unless:

(a) The then-existing "Closing Information Package" has been properly executed by the Association, Declarant, and the Purchaser/Transferee; and

(b) All directives of the Association and Declarant have been properly and timely followed.

Each and every Owner shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within 15 days after a material change has occurred, various items of information to the Association for emergencies, notices, and general safety, including but not limited to:

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- (a) The full name and address of the Owner;
- (b) The full name of each individual family member who resides within the residential dwelling of the Owner;
- (c) The business address and telephone numbers of each Owner;
- (d) The description and license plate number of each automobile owned or used by Owner and brought within the Property;
- (e) The name, address, and telephone numbers of other local individuals who can be contacted (in the event the Owners cannot be located) in case of an emergency; and
- (f) Such other information as may be reasonably requested from time to time by the Association.

Section 12.2. Power of Attorney. Each and every Owner hereby makes, constitutes, and appoints Declarant as his/her true and lawful attorney-in-fact, coupled with an interest and irrevocable, for him/her and in his/her name, place, and stead, and for his/her use and benefit, to do the following:

- (a) To exercise, do or perform any act, right, power, duty, or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever involving this Declaration and the Property;
- (b) To sign, execute, acknowledge, deliver, and record any and all instruments which modify, amend, change, enlarge, contract, or abandon the terms within this Declaration, or any part hereof, with such clause(s), recital(s), covenant(s), agreement(s), and restriction(s) as Declarant shall deem necessary, proper, and expedient under the circumstances and conditions as may be then existing; and
- (c) To sign, execute, acknowledge, deliver, and record any and all instruments which modify, amend, change, enlarge, contract, or abandon the subdivision plat(s) of the Property, or any part thereof, with any easements and rights-of-way to be therein contained as the Declarant shall deem necessary, proper, and expedient under the conditions as may then be existing.

The rights, powers, and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force upon recordation of this Declaration in the Tarrant County Clerk's Office, and shall remain in full force and effect thereafter until the earlier of the sale of the last Lots owned by Declarant or the 20th anniversary of the recordation of this Declaration. Declarant must assign to the Association all powers of attorney as herein provided on or before such time as Declarant is no longer owner of record of any Lots.

Section 12.3. Rights, Obligations and Duration. The covenants and restrictions of this Declaration, the articles of incorporation and bylaws, and rights and obligations established thereby shall run with and bind the land subject to this Declaration, and shall inure to the benefit

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of and be enforceable by the Declarant, the Association, and/or the Owners subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term ending January 1, 2050. After that time said covenants shall be automatically extended for two successive periods of ten years each unless an instrument signed by not less than 70% of the then Owners has been recorded, agreeing to abolish the Declaration in whole or in part. However, no such agreements to abolish shall be effective unless made and recorded 30 days in advance of the effective date of such change; and unless written notice of the proposed agreement to abolish is sent to every Owner at least 90 days in advance of any action taken.

Section 12.4. Amendments by Owners. Except as provided in Section 12.3 of this Article XII, the covenants and restrictions of this Declaration may be amended and/or changed in whole or in part, only with the consent of Declarant and 70% of the other Owners, evidenced by a document in writing bearing each of their signatures, and duly recorded in the land records of Tarrant County, Texas; or by a resolution passed by the majority of the Board evidencing the consent of 70% of the Owners and authorizing the president of the Association to execute such document.

Section 12.5. Amendments by Declarant. Until such time as the sale and transfer of title by Declarant of the first Lot to a bona fide third party unrelated to Declarant, Declarant, at its sole discretion, may abolish, amend, or modify this Declaration or change the covenants, conditions, and restrictions in whole or in part.

Section 12.6. Enforcement. Enforcement of this Declaration shall be by a proceeding initiated by any Owner, Declarant, the Board, or by the City of Westworth Village against any person or persons violating or attempting to violate any covenant or restriction contained herein, either to restrain or enjoin violation, or to recover damages for the violation, or both, or to enforce any lien created by this instrument.

Section 12.7. Imposition of Violation Fines. In the event that any Owner fails to cure (or fails to commence and proceed with diligence to completion) the work necessary to cure any violation of the Declarations contained herein within ten days after receipt of written notice from the Board designating the particular violation, the Board shall have the power and authority to impose upon that person a fine for such violation (the "**Violation Fine**") not to exceed \$1,000. If, after the imposition of the Violation Fine, the violation has not been cured, or the person has still not commenced the work necessary to cure such violation, the Board shall have the power and authority, upon ten days' written notice, to impose another Violation Fine which shall also not exceed \$1,000. There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a person for the same violation. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorneys' fees, shall be a personal obligation of the Owner as well as a continuing lien upon the Lot against which such Violation Fine is made in accordance with Article VI of this Declaration.

Section 12.8. Density. No more than 110 residential Lots shall be platted on the Property. There shall be no more than eight residential dwelling units per acre, constructed, placed, or located on the Property. No more than 18 dwelling units may be replatted as attached.

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Section 12.9. Severability. If any one of these covenants, conditions or restrictions is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining covenants, conditions, and restrictions shall not be affected thereby.

Section 12.10. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 12.11. Notices to Owners. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing.

Section 12.12. Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions, excluding Article IX and issues concerning this Declaration or the Association's bylaws, shall be determined by the Board. Matters pertaining to the Articles IX and issues concerning "substantial completion" shall be determined by the ACC. Their respective determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

Section 12.13. Cumulative Restrictions. The restrictions on usage herein contained shall be cumulative of, and in addition to, such restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations, and ordinances of the City of Westworth Village, Texas or any other governmental authority having jurisdiction over the Properties, any violation of which shall also constitute a violation hereof.

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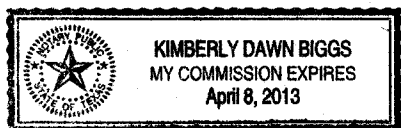
This Article XII shall not, however, be binding upon the City of Westworth Village in any manner or form whatsoever.

**WESTWORTH PARK HOMEOWNERS
ASSOCIATION, INC.,**
a Texas nonprofit corporation

by: Nick T Encke
Nick Encke, president

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 13th day of December, 2010, by Nick Encke, president of the Westworth Park Homeowners Association, Inc., a Texas nonprofit corporation.



Kimberly Biggs
Notary Public in and for the
State of Texas

My Commission Expires:

4-8-13

Kimberly Biggs
Printed Name of Notary

after recording, return to:

L. Kelly Jones
Jones & Cannon, P.C.
440 North Center
Arlington, Texas 76011

J798RestCov

EXHIBIT "A"

All of Westworth Park

Addition an addition to the City of Westworth Village, Texas as recorded in Cabinet A, Slide 7419 Plat Records Tarrant County Texas (PRTCT) said tract of land also being a portion of a resurvey of a portion of a tract previously surveyed by T.D. Disheroon in October 1976 and revised in October of 1978 of which survey is filed with the Corp of Engineers, Fort Worth Division; and being more particularly described by metes and bounds as follows:

BEGINNING at a set 5/8 inch capped iron rod stamped "BHB INC" at the northwest corner of a parcel of land deeded to Southwestern Bell Telephone Company as recorded in Volume 14898, Page 14 of said Deed Records;

THENCE NORTH 28 degrees 48 minutes 47 seconds WEST, a distance of 166.35 feet to a found Corps of Engineers (COE) Monument at the beginning of a tangent curve, concave southwesterly, having a radius of 1008.81 feet;

THENCE Northwesterly, along said curve, an arc length of 391.33 feet to a found COE Monument;

THENCE NORTH 51 degrees 02 minutes 22 seconds WEST, a distance of 1605.42 feet to a found 1/2 inch iron rod;

THENCE NORTH 09 degrees 24 minutes 37 seconds EAST, a distance of 337.16 feet to a set 5/8 inch capped iron rod stamped "BHB INC";

THENCE NORTH 49 degrees 26 minutes 02 seconds EAST, a distance of 144.56 feet to a found 5/8 inch iron rod;

THENCE NORTH 89 degree 19 minutes 51 seconds EAST, a distance of 137.00 feet to a found 5/8 inch iron rod, from said found 5/8 inch iron rod, a found 1/2 inch bent iron rod bears SOUTH 87 degrees WEST, a distance of 1.18 feet;

THENCE NORTH 29 degrees 04 minutes 50 seconds EAST, a distance of 132.10 feet to a found 5/8 inch iron rod;

THENCE NORTH 27 degrees 23 minutes 09 seconds WEST, a distance of 103.25 feet to a found COE Monument (damaged);

THENCE NORTH 71 degrees 34 minutes 50 seconds EAST, a distance of 90.55 feet to a found COE Monument (damaged);

THENCE NORTH 86 degrees 43 minutes 33 seconds EAST, a distance of 469.25 feet to a found COE Monument (damaged);

THENCE NORTH 89 degrees 36 minutes 05 seconds EAST, a distance of 553.12 feet to a set 5/8 inch capped iron rod stamped "BHB INC" at the northwest corner of a parcel of land deeded to Westworth

Redevelopment Authority as recorded in Volume 15566, Page 396 of said Deed Records, said set 5/8 inch capped iron rod stamped "BHB INC" being at the beginning of a non-tangent curve, concave westerly, having a radius of 7472.10 feet and a chord bearing of SOUTH 00 degrees 45 minutes 36 seconds WEST;

THENCE Southerly, along said non-tangent curve, along the West line of said Westworth Redevelopment Authority parcel and along the West line of a parcel of land deeded to Ability Resources, Inc. as recorded in Volume 12023, Page 684 of said Deed Records, an arc length of 263.33 feet to a set 5/8 inch capped iron rod stamped "BHB INC" at the beginning of a non-tangent curve, having a radius of 6512.60 feet and a chord bearing of SOUTH 03 degrees 09 minutes 53 seconds WEST;

THENCE Southerly, along said non-tangent curve and along the West line of said Ability Resources, Inc. parcel, an arc length of 272.67 feet to a set 5/8 inch capped iron rod stamped "BHB INC" at the beginning of a non-tangent curve, concave westerly, having a radius of 5432.80 feet and a chord bearing of SOUTH 05 degrees 44 minutes 42 seconds WEST;

THENCE Southerly, along said non-tangent curve and along the West line of said Ability Resources, Inc. parcel, an arc length of 329.54 feet to a found 5/8 inch iron rod;

THENCE SOUTH 07 degrees 31 minutes 18 seconds WEST, along the West line of said Ability Resources, Inc. parcel, a distance of 171.26 feet to a found 5/8 inch iron rod at the beginning of a non-tangent curve, concave easterly, having a radius of 708.80 feet and a chord bearing of SOUTH 00 degrees 19 minutes 03 seconds EAST;

THENCE Southerly, along said non-tangent curve and along the West line of said Ability Resources, Inc. parcel, an arc length of 187.51 feet to a found 5/8 inch iron rod at the beginning of a non-tangent curve, concave northeasterly, having a radius of 728.50 feet and a chord bearing of SOUTH 24 degrees 49 minutes 27 seconds EAST;

THENCE Southeasterly, along said curve and along the West line of said Ability Resources, Inc. parcel, an arc length of 423.62 feet to a set 5/8 inch capped iron rod stamped "BHB INC") at the beginning of a non-tangent curve, concave southeasterly, having a radius of 339.90 feet and a chord bearing of NORTH 57 degrees 40 minutes 35 seconds EAST;

THENCE Northeasterly, along said curve and along the southerly line of said Ability Resources, Inc. parcel, an arc length of 81.23 feet to a found "+" on a utility cabinet;

THENCE NORTH 89 degrees 45 minutes 57 seconds EAST, along the South line of said Ability Resources, Inc. parcel, a distance of 3.06 feet to a set 5/8 inch capped iron rod stamped "BHB INC";

THENCE SOUTH 00 degrees 29 minutes 23 seconds EAST, a distance of 577.40 feet to a set 5/8 inch capped iron rod at the northeast corner of said Southwestern Bell Telephone Company parcel;

THENCE SOUTH 61 degrees 11 minutes 13 seconds WEST, along the North line of said Southwestern Bell Telephone Company parcel, a distance of 30.79 feet to the POINT OF BEGINNING, containing 39.71 acres.

Westworth Park is currently platted as:

All of Lots 1-14, 18-19, 21-27, Block 1, Lots 1-17, Block 2, Lots 1-4, 10-30, Block 3, Lots 1-4, 8-11, Block 4, and Lots 1, 7 and 8, Block 5, recorded in Cabinet A, Slide 7419.

All of Lots 15R and 17R, Block 1, recorded in Cabinet A, Slide 11960.

All of Lots 20R and 22R, Block 1, recorded in Cabinet B, Slide 3423.

All of Lots 5R1 and 6R1, Block 3, recorded in Cabinet B, Slide 3524.

All of Lots 8R1 and 10R, Block 3, recorded in Cabinet B, Slide 11961.

All of Lots 31R, 32R-1, 32R-2, 33R-1, 34R-1, 34R-2, 35R-1, 35R-2, 36R-1, 36R-2, and 37R-1, Block 3, recorded in Cabinet A, Slide 7967

All of Lots 37R-2R, 38R-1R, 38R-2R, Block 3, recorded in Cabinet B, Slide 3335.

All of Lots 5R, 6R, and 7R, Block 4, recorded in Cabinet B, Slide 2957.

All of Lots 2R, 3R, 4R1, 4R2, 5R, and 6R, Block 5, recorded in Cabinet B, Slide 2956.

All of Seymour Street, a 50 foot public Right-of-Way as dedicated by plat recorded in Cabinet A, Slide 7419.

Including:

All of Common Property & Public Utility Easements as shown in Schedule 1.

All of Common Property Streets & Alleys as shown in Schedule 2.

all as indicated in the charts which follow:

Westworth Park Addition

Block 1

Lot	Block	Cabinet	Slide
1	1	A	7419
2	1	A	7419
3	1	A	7419
4	1	A	7419
5	1	A	7419
6	1	A	7419
7	1	A	7419
8	1	A	7419
9	1	A	7419
10	1	A	7419
11	1	A	7419
12	1	A	7419
13	1	A	7419
14	1	A	7419
18	1	A	7419
19	1	A	7419
21	1	A	7419
23	1	A	7419
24	1	A	7419
25	1	A	7419
26	1	A	7419
27	1	A	7419

15R	1	A	11960
17R	1	A	11960

20R	1	B	3423
22R	1	B	3423

Block 2

Lot	Block	Cabinet	Slide
1	2	A	7419
2	2	A	7419
3	2	A	7419
4	2	A	7419
5	2	A	7419
6	2	A	7419
7	2	A	7419
8	2	A	7419
9	2	A	7419
10	2	A	7419
11	2	A	7419
12	2	A	7419
13	2	A	7419
14	2	A	7419
15	2	A	7419
16	2	A	7419
17	2	A	7419

Block 3

Lot	Block	Cabinet	Slide
1	3	A	7419
2	3	A	7419
3	3	A	7419
4	3	A	7419
10	3	A	7419
11	3	A	7419
12	3	A	7419
13	3	A	7419
14	3	A	7419
15	3	A	7419
16	3	A	7419
17	3	A	7419
18	3	A	7419
19	3	A	7419
20	3	A	7419
21	3	A	7419
22	3	A	7419
23	3	A	7419
24	3	A	7419
25	3	A	7419
26	3	A	7419
27	3	A	7419
28	3	A	7419
29	3	A	7419
30	3	A	7419

5R1	3	B	3524
6R1	3	B	3524

8R1	3	B	11961
10R	3	B	11961

Lot	Block	Cabinet	Slide
31R	3	A	7967
32R-1	3	A	7967
32R-2	3	A	7967
33R-1	3	A	7967
34R-1	3	A	7967
34R-2	3	A	7967
35R-1	3	A	7967
35R-2	3	A	7967
36R-1	3	A	7967
36R-2	3	A	7967
37R-1	3	A	7967

37R-2R	3	B	3335
38R-1R	3	B	3335
38R-2R	3	B	3335

Block 4

Lot	Block	Cabinet	Slide
1	4	A	7419
2	4	A	7419
3	4	A	7419
4	4	A	7419
8	4	A	7419
9	4	A	7419
10	4	A	7419
11	4	A	7419

5R	4	B	2957
6R	4	B	2957
7R	4	B	2957

Block 5

Lot	Block	Cabinet	Slide
1	5	A	7419
7	5	A	7419
8	5	A	7419

2R	5	B	2956
3R	5	B	2956
4R1	5	B	2956
4R2	5	B	2956
5R	5	B	2956
6R	5	B	2956

Schedule 1

Common Property CP&P.U.E.	Sq. Ft.
Lot 1, Block 6	1114
Lot 1, Block 7	248226
CP 1A	4464
CP 1E	2963
CP 1F	3939
CP 1G	3963
CP 1H	725
CP 1I	2391
CP 2A	4295
CP 2B	4539
CP 2C	3300
CP 3A	4254
CP 3BR	8043
CP 3BC	6371
CP 3D	3297
CP 3E	3645
CP 3F	11169
CP 3G	9188
CP 3H	9258
CP 3I	4490
CP 3J	1963
CP 3K	8213
CP 4A	5642
CP 4B	7351
CP 4C	2457
CP 4D	5222
CP 4E	15554
CP 5A	1957
CP 5B	2256
CP 5C	2154
CP 6A	1535
CP 6B	1314
Total	395,253

Schedule 2

Common Property Streets & Alleys	Sq. Ft.
Block 2 Alley	9519
Block 3 Alley	13150
Block 5 Alley	9102
Street ROW (50' Private EA, U&DE)	331995
Total	363,766

"Exhibit B"**WESTWORTH PARK**
LANDSCAPE PLANT PALETTE**CANOPY/SHADE TREES (street trees and shade creation)**

Bur Oak: large deciduous shade tree
 Cedar Elm: large deciduous shade tree
 Chinese Pistache: medium deciduous tree, good yellow fall color
 Chinquapin Oak: semi-evergreen shade tree
 Live Oak: large evergreen shade tree
 Monterrey Oak: semi-evergreen shade tree
 Pond Cypress: narrow version of Bald Cypress-deciduous with rusty fall color
 Sweetgum: upright deciduous tree with good fall color
 Red Oak: large deciduous shade tree with good fall color: reds and purples
 Texas Ash: large deciduous shade tree with yellow fall color
 Red Maples: smaller deciduous hybrid maple trees, brilliant fall color
 Italian Stone Pine: sculptural pine, well-suited to our area
 Eldarica Pine: hardy pine species, soft look

ORNAMENTAL TREES (decorative accents)

Redbud: purple spring-blooming, heart-shaped leaves
 Whitebud: same as redbud, but white-flowering
 Mexican Plum: small native white-flowering ornamental, interesting bark texture
 Dogwood: white blooms in spring
 Japanese Maple: small tree for shady spaces
 Crapemyrtle 'Natchez': summer-to-fall white-flowering ornamental
 Yaupon Holly Trees: evergreen, multi-trunk ornamental tree
 Desert Willow/Chitalpa: open and airy, summer-flowering native tree
 Dwarf Magnolia species: evergreen and summer-flowering, half-size of standard magnolia
 Ornamental Palm species: decorative accent
 Saucer/Teacup Magnolia: first-flowering tree of spring
 Leyland Cypress: blue-green evergreen for soft screening in sunny conditions
 Italian Cypress: tall and formal accent plant
 Ligustrum Texanum: large evergreen ornamental for screening
 Eve's Necklace: native tree- pink/white flowers in summer
 Possumhaw Holly: deciduous yaupon holly, keeps red berries in Winter

LARGE SHRUBS (screening undesirable views, decorative accents)

Holly spp.: evergreen screening standard
 Wax Myrtle: multi-trunk evergreen, small blue berries
 Cherry Laurel: dark green evergreen shrub, good for screening
 Eleagnus: large grey-green silvery shrub, wonderful fragrance
 Sweet Viburnum: evergreen, dark glossy leaves

Podocarpus Yew: tall evergreen for shady areas, blue berries
 Texas Mountain Laurel: native ornamental, glossy foliage, purple flowers

MEDIUM/SMALL SHRUBS

Holly species.: backdrop shrubs
 Dwarf Yaupon Holly: small mounded evergreen shrubs
 Cleome: glossy reddish-green evergreen
 Forsythia "Linwood Gold": arching deciduous, yellow spring flowers
 Spirea "Bridal Wreath": arching, white spring flowers
 Aralia: large-leaved tropical look for shady areas
 Dwarf Abelia: compact version, semi-evergreen pinkish-white summer flowers
 Nandina species (except 'nana'): red/orange/green evergreens, delicate texture
 Juniper spp. (maximum ht. 36") soft evergreen, blue-grey foliage
 Azalea spp.: spring-flowering shrubs for shadier spots
 Boxwood: compact evergreen for hedging, topiary or borders
 Taxus Yew: black-green, pine-like character, for deep shade
 Yucca, soflleaf: accent for native plantings
 Ornamental Grasses: accent
 Viburnum "Springtime": compact evergreen, spring flowers
 Indian Hawthorn spp.: evergreen spring flowering, various heights and shapes
 Variegated Pittosporum: mounding variegated evergreen
 Loropetalum: evergreen with purple foliage and hot pink flowers
 Texas Sage: native gray/green evergreen, intermittent lavender flowers
 Wood Fern: delicate light-green perennial
 Holly Fern: glossy evergreen perennial for deep shade
 Aspidistra: "cast-iron" plant, dark evergreen sword shaped leaves for deep shade areas
 Turks Cap: perennial with attractive red flowers, sun or shade
 Giant Liriope: larger version of the ground cover variety

GROUND COVERS AND VINES

Asian Jasmine: vining semi-evergreen ground cover - sun or shade
 Mondo grass, Dwarf Mondo grass: dark green, fine-bladed grassy ground cover for shadier areas
 Liriope (green): thick-leaved grassy ground cover, purple flower spikes, sun or shade
 Carolina Jessamine: evergreen vine with yellow spring blossoms
 Crossvine: Evergreen Texas native with yellow/orange trumpet-shaped flowers
 Ladybanksia Rosevine: climbing miniature rosevine, with creamy-yellow blooms
 English Ivy: vining evergreen for deep shade ground cover areas
 Wisteria spp.: vine for trellises, - purple or white blossoms in spring
 Boston Ivy: Deciduous vine - clings to brick or fencing, brilliant red fall color
 Creeping Fig: clinging vine, excellent in protected courtyards or on walls
 Annual Color/other perennials as recommended

SOD/TURF:

Raliegh' St. Augustine Sod

BED EDGING:

Shovel Cut Trench

SHREDDED HARDWOOD MULCH in all bed areas

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

L KELLY JONES
JONES & CANNON P C
440 NORTH CENTER
ARLINGTON, TX 76011

Submitter: JONES & CANNON P C

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 12/15/2010 10:38
AM

Instrument #: D210309280

OPR

67

PGS

\$276.00

By:

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", is written over a horizontal line.

D210309280

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.

Prepared by: AKCHRISTIAN