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**UNANIMOUS WRITTEN CONSENT OF
ASHMORE FARMS, LTD., AS DECLARANT, AND
THE BOARD OF DIRECTORS OF
ASHMORE FARMS HOMEOWNERS ASSOCIATION**

Ashmore Farms, Ltd. ("Declarant") and the Board of Directors (the "Board") of Ashmore Farms Homeowners Association (the "Association"), pursuant to the power granted to them in the:

- (1) Amended and Restated Declaration of Covenants, Conditions and Restrictions of Ashmore Farms Subdivision - Phase 3, including exhibits and documents incorporated therein by reference, dated as of November 1, 2002 (the "Phase 3 Declaration");
- (2) Amended and Restated Bylaws of the Association adopted by Declarant and the Board as of March 15, 1999, including all exhibits, attachments and amendments thereto (the "Bylaws"); and
- (3) Amended and Restated Design Guidelines for Ashmore Farms Subdivision Effective as of March 15, 1999, including all exhibits, attachments and amendments thereto (the "Design Guidelines");

hereby take the actions set forth below by unanimous written consent in lieu of a meeting, in accordance with the Declaration, the Bylaws, the design Guidelines and applicable law.

WHEREAS, after careful review, Declarant and the Board deem it in the best interest of the Association to file for record the Association documents set forth below on all Lots subject to the Phase 3 Declaration.

NOW, THEREFORE, BE IT RESOLVED, that the Association shall file for record the following documents, each of which is incorporated into this Unanimous Written Consent of Declarant and Board ("Unanimous Consent") by reference:

- (1) The Phase 3 Declaration, which is separately notarized and shall be separately filed for record on each of the Lots in Phase 3 of the Subdivision;
- (2) The Bylaws attached hereto as Exhibit A; and
- (3) The Design Guidelines attached hereto as Exhibit B.

FURTHER RESOLVED, that this Unanimous Consent, the Bylaws attached hereto as Exhibit A, and the Design Guidelines attached hereto as Exhibit B, shall be filed for record on each of the following Lots of the Subdivision, which constitute all of the Lots in Phase 3 of the Subdivision, as such terms are defined in the Phase 3 Declaration:

Block 1, Lots 10, 11, 12 and 13; Block 2, Lots 5, 6, 7, 8, 9, 10, 11, 12 and 13; Block 3, Lots 10, 11, 12, 13 and 14; Block 4, Lots 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44 and 45; Block 5, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16; and

Block 6, Lots 8, 9, 10, 11, 12, 13 and 14, of Ashmore Farms Phase 3, an Addition to the City of Haslet, Tarrant County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 7558 of the Official Deed and Plat Records of Tarrant County, Texas.

RESOLVED FURTHER, that the Secretary of the Association shall insert a copy of this Unanimous Consent, Exhibit A and Exhibit B, as so adopted, in the Association's Minute Book.

FURTHER RESOLVED, that the officers, committee members and other authorized representatives and agents of Declarant and the Association are, and each of them acting alone hereby is, authorized and instructed to do and perform any and all such acts, including execution, delivery and recording of any and all documents and certificates, as such persons shall deem necessary or appropriate to carry out the intent and purpose of the foregoing resolutions.

EXECUTED by DECLARANT and the BOARD OF DIRECTORS of the ASHMORE FARMS HOMEOWNERS ASSOCIATION effective as of the 1st day of November, 2002.


DECLARANT

ASHMORE FARMS, LTD., a Texas limited partnership

By: ASHMORE FARMS DEVELOPMENT, LLC
General Partner, a Texas limited liability company

By: GARY DUNN BUILDERS, INC.
Executive Member

By:

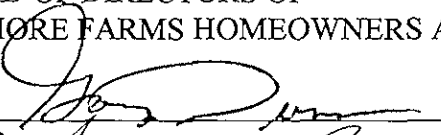

Gary Dunn, President


By: DRP ENTERPRISES, INC.
Executive Member


By:


Dan Proctor, President

BOARD OF DIRECTORS OF
ASHMORE FARMS HOMEOWNERS ASSOCIATION

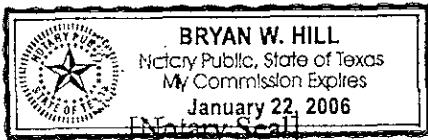

Gary Dunn


Dan Proctor


Bruce Baucum

STATE OF TEXAS §
COUNTY OF TARRANT §

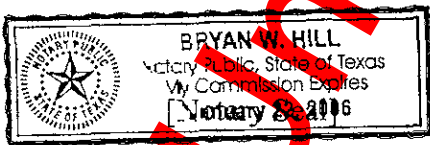
This instrument was acknowledged before me this 21st day of November, 2002, by Gary Dunn, (1) President of Gary Dunn Builders, Inc., a Texas corporation, Executive Member of Ashmore Farms Development, LLC, a Texas limited liability company, General Partner of Ashmore Farms, Ltd., on behalf of such entities; and (2) a Director of Ashmore Farms Homeowners' Association, on behalf of said association.

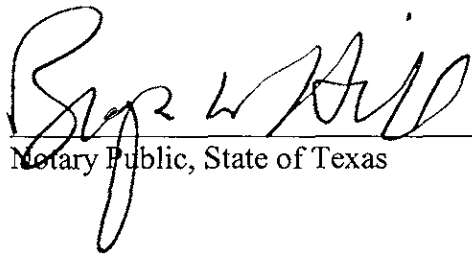



Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

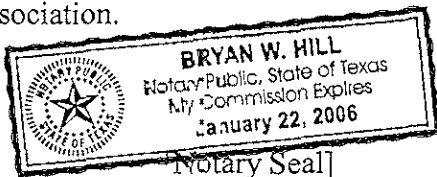
This instrument was acknowledged before me this 21st day of November, 2002, by Dan Proctor, (1) President of DRP Enterprises, Inc., a Texas corporation, Executive Member of Ashmore Farms Development, LLC, a Texas limited liability company, General Partner of Ashmore Farms, Ltd., on behalf of such entities; and (2) a Director of Ashmore Farms Homeowners' Association, on behalf of said association.

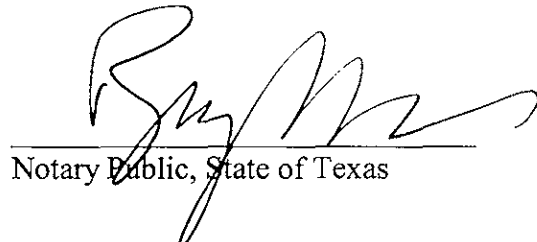



Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me this 21st day of November, 2002, by Bruce Baum, a Director of Ashmore Farms Homeowners' Association, on behalf of said association.




Notary Public, State of Texas

After recording, return to:
Ashmore Farms, Ltd.
c/o Hill Law Offices, PC
112 Bedford Road, Suite 116
Bedford, Texas 76022

EXHIBIT A

**AMENDED AND RESTATED
BYLAWS OF
ASHMORE FARMS HOMEOWNERS ASSOCIATION**

(the "Association")

ARTICLE I

Purpose

Section 1.1. Purpose of Association. These Amended and Restated Bylaws (the "Bylaws") of the Association, a Texas property owners' association which is a "property owners' association" as that term is defined in Texas Property Code §202.001(2) created for the benefit of the Ashmore Farms Subdivision in Haslet, Tarrant County, Texas (the "Subdivision"), amend and restate in their entirety the Bylaws adopted and certified by the association on April 16, 1998, and govern the existence and operations of the Association, which has been created for the maintenance and preservation of said Subdivision. These Bylaws should be construed in connection with the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ashmore Farms Subdivision, including exhibits, filed for record in the Deed and Plat Records of Tarrant County, Texas and any and all amendments and supplements to, and documents incorporated by reference into, the same (collectively the "Declaration"). The Declaration is incorporated by reference into these Bylaws, and terms capitalized but not defined herein shall have the meanings ascribed to them in the Declaration.

ARTICLE II

Offices

Section 2.1. Offices. The initial principal business office of the Association shall be at 309 Odessa Drive, Haslet, Texas 76052. The Association may have such other offices within or outside the State of Texas as the Board of Directors may from time to time establish.

ARTICLE III

Membership in Association

Section 3.1. Membership in Association. Every person or entity who is a record Owner of a free or undivided interest in any Lot which is subject to the jurisdiction of and to assessment by the Association in accordance with the Declaration shall be a Member of the Association.

Section 3.2. Registration with the Association. In order for the Association to properly determine voting rights and acquaint every Lot purchaser and every Owner, Resident and Member with the Declaration, these Bylaws and the day-to-day matters within the Association's jurisdiction, each Owner, Member and Resident shall have an affirmative duty and obligation to originally provide,

and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association including without limitation (a) the full name and address of each Owner, Member and Resident, and any fiduciary, representative, conservator, guardian or other agent, as applicable; (b) the business address, occupation and telephone number of each such person; (c) the description and license plate number of each automobile owned or used by each such person and brought within the Properties; (d) the name, address and telephone numbers of other local individuals who can be contacted (in the event the Owner, Member or Resident cannot be located) in case of an emergency; (e) the name, address and contact person of all persons or entities holding any mortgage, lien or other security interest in such Owner's, Member's or Resident's Lot(s), and (f) such other information as may be reasonably requested from time to time by the Association. In the event any Owner, Member or Resident fails, neglects or refuses to so provide, revise and update such information, then the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Owner, Member or Resident shall become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

Section 3.3. Membership Records. The names and addresses of Members of the Association, as maintained by the Association, shall be the official list of the Members of the Association for all purposes. The Association shall be entitled to treat the Member so designated as a Member for all purposes, and shall not be bound to recognize any equitable or other claim to, or interest in, such Membership or any rights deriving from such membership on the part of any other person, including, but without limitation, a purchaser, assignee or transferee, unless and until such other person becomes a Member of the Association, whether or not the Association shall have either actual or constructive notice of the interest of such other person.

ARTICLE IV

Voting Classes and Rights

Section 4.1. Classes of Membership. The Association shall have two (2) classes of membership:

- (a) **Class A:** Class A members shall be all Owners and Builder Members with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.
- (b) **Class B:** The Class B member shall be Declarant who shall be entitled to five (5) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (i) at such time as the Declarant has conveyed and/or dedicated ninety-five percent (95%) or more of the land area of the Subdivision, whether in a single or multiple transaction, to an Owner or Owners or to any governmental authority for public use, or (ii) on January 1, 2017.

Section 4.2. Suspension of Voting Rights. All voting rights of an Owner may be suspended by the Board of Directors during any period in which such Owner is delinquent in the payment of any duly established assessment or is otherwise in default and/or violation of these Bylaws, the Declaration or other rules and regulations of the Association.

ARTICLE V

Meetings and Actions of Members

Section 5.1. Annual Meeting. Commencing in the calendar year 1999, the Annual Meeting of the Members of the Association, for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held at such place and time as may be designated by the Board of Directors of the Association. Failure to hold any annual meeting or meetings shall not work a forfeiture or dissolution of the Association.

Section 5.2. Special Meetings. Except as otherwise provided by law, these Bylaws or the Declaration, special meetings of the Members may be called by the chairperson of the Board of Directors, the president, any one of the directors, or the holders of not less than one-fourth of the combined Class A and Class B voting power at such meeting, and shall be held at the principal office of the Association or at such other place, and at such time, as may be stated in the notice calling such meeting. Business transacted at any special meeting of the Members shall be limited to the purpose stated in the notice of such meeting given in accordance with the terms of Section 5.3.

Section 5.3. Notice of Meetings - Waiver. Written or printed notice of each meeting of the Members, stating the place, day and hour of any meeting and, in case of a special meeting of Members, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of such meeting, either personally or by mail, by or at the direction of the president, the secretary or the persons calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears in the records of the Association. Such further or earlier notice shall be given as may be required by law. The signing by a Member of a written waiver of notice of any Members' meeting, whether before or after the time stated in such waiver, shall be equivalent to the receipt of all notice required to be given with respect to such meeting. Attendance by a person at a Members' meeting shall constitute a waiver of notice of such meeting except when a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. No notice of any adjournment of any meeting shall be required.

Section 5.4. Record Date for Members' Meetings. In order that the Association may determine the Members entitled to notice of or to vote at any Members' meeting or adjournment thereof, the Board of Directors may fix, in advance, a record date for such meeting, which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If no record date is fixed, the record date shall be the date of such meeting.

Section 5.5. Member List. The officer or agent having charge of the books and records of the Association shall make, at least ten (10) days before each meeting of Members, a complete list

of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Association and shall be subject to lawful inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting. Failure to comply with this section shall not affect the validity of any action taken at such meeting.

Section 5.6. Quorum and Officers. Except as otherwise provided by law, the Declaration or these Bylaws, the holders of a majority of the aggregate votes to be cast pursuant to both Class A or Class B membership that are entitled to vote and represented in person or by proxy shall constitute a quorum at a meeting of Members, but the Members present at any meeting, although representing less than a quorum, may from time to time adjourn the meeting to some other day and hour, without notice other than announcement at the meeting. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. The vote of the holders of a majority of the interests entitled to vote and thus represented at a meeting at which a quorum is present shall be the act of the Members' meeting, unless the vote of a greater number is required by law. The Chairperson of the Board shall preside at, and the secretary shall keep the records of, each meeting of Members.

Section 5.7. Voting at Meetings. Each Class A Member shall be entitled to one (1) vote for each Lot owned, and each Class B Member shall be entitled to five (5) votes for each Lot owned, on each matter submitted to a vote at a meeting of Members except to the extent that the Declaration or the laws of the State of Texas provide otherwise.

Section 5.8. Proxies. A Member may vote either in person or by proxy executed in writing by the Member or by the Member's duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the membership itself or an interest in the Association generally.

Section 5.9. Balloting. All elections of directors shall be by written ballot. Upon the demand of any Member, the vote upon any other question before the meeting shall be by ballot. At each meeting, inspectors of election may be appointed by the presiding officer of the meeting; and, at any meeting for the election of directors, inspectors may be so appointed on the demand of any Member present or represented by proxy and entitled to vote in such election of directors. No director or candidate for the office of director shall be appointed as such inspector. The number of votes cast in the election of directors shall be recorded in the minutes of the meeting. No Member shall have the right to cumulate votes for the election of directors, but each Lot shall be entitled to one (1) vote (Class A Members) or five (5) votes (Class B Members) in the election of each director. In the case of any contested election for any directorship, the candidate for such position receiving a plurality of the votes cast in such election shall be elected to such position.

Section 5.10. Action Without Meeting. Any action required by law to be taken at a meeting of the Members of the Association, or any action which may be taken at a meeting of the Members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Members. Any such signed consent, or a signed copy thereof, shall be placed in the minute book of the Association.

ARTICLE VI

The Board of Directors

Section 6.1. Powers. The business and affairs of the Association shall be managed and controlled by the Board of Directors. Subject to any restrictions imposed by law, the Declaration or these Bylaws, the Board of Directors may exercise all the powers of the Association, including but not limited to those powers set forth in Article XII and other provisions of the Declaration as the same are amended from time to time in accordance with the terms thereof.

Section 6.2. Number and Term. The Board of Directors shall initially consist of three (3) members. Such number may be increased or decreased by amendment of these Bylaws, provided that no decrease shall effect a shortening of the term of any incumbent director. Directors need not be residents of Texas or Members of the Association absent provision to the contrary in the Declaration or laws of the State of Texas. Except as otherwise provided in Sections 6.4 and 6.5 of these Bylaws, each position on the Board of Directors shall be filled by election at the annual meeting of Members. Any such election shall be conducted in accordance with Section 5.9 of these Bylaws. Subject to Section 6.3 of these Bylaws, each person elected a director shall hold office until such person's successor is duly elected and qualified or until such person's earlier resignation or removal in accordance with Section 6.4 of these Bylaws.

Section 6.3. Makeup of Board of Directors. Not later than ninety (90) days after the later of (i) conveyance of thirty-three percent (33%) of the Lots to Owners other than Declarant or (ii) the date of filing for record of the Declaration, one member of the Board of Directors shall be elected by Owners other than Declarant. Any changes in the makeup of the Board of Directors required under this section shall be accomplished in accordance with the administrative provisions of Section 6.5.

Section 6.4. Removal. Any director or the entire Board of Directors may be removed from office, with or without cause, at any special meeting of Members by the affirmative vote of the holders of a majority of the voting interests present in person or by proxy and entitled to vote at such meeting, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting. If the notice calling such meeting shall have so provided, the vacancy caused by such removal may be filled at such meeting by the affirmative vote of a majority of the voting interests present at such meeting in person or by proxy and entitled to vote.

Section 6.5. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the vote of a majority of the remaining directors, even if such remaining directors comprise less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the

unexpired term of the predecessor in office. Any position on the Board of Directors to be filled by reason of an increase in the number of directors shall be filled by the vote of a majority of the directors, election at an annual meeting of the Members, or at a special meeting of Members duly called for such purpose.

Section 6.6. Regular Meetings. Regular meetings of the Board of Directors shall be held immediately following each annual meeting of Members, at the place of such meeting, and at such other times and places as the Board of Directors shall determine. No notice of any kind of such regular meetings need be given to either old or new members of the Board of Directors.

Section 6.7. Special Meetings. Special meetings of the Board of Directors shall be held at any time by call of the chairman of the board, the president, the secretary or any one director. The secretary shall give notice of each special meeting to each director at such director's usual business or residence address by mail at least three (3) days before the meeting or by facsimile or telephone at least one (1) day before such meeting. Except as otherwise provided by law or by these Bylaws, such notice need not specify the business to be transacted at, or the purpose of, such meeting. No notice shall be necessary for any adjournment of any meeting. The signing of a written waiver of notice of any special meeting by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the receiving of such notice. Attendance of a director at a meeting shall also constitute a waiver of notice of such meeting, except where a director attends a meeting for the express and announced purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 6.8. Quorum. A majority of the number of directors fixed by these Bylaws shall constitute a quorum for the transaction of business and the act of not less than a majority of such quorum of the directors shall be required in order to constitute the act of the Board of Directors, unless the act of a greater number shall be required by law, the Declaration or these Bylaws.

Section 6.9. Procedure at Meetings. The Board of Directors, at each regular meeting held immediately following the annual meeting of Members, shall appoint one of their number as Chairman of the Board of Directors. The Chairman of the Board shall preside at meetings of the Board. In the Chairman's absence at any meeting, any officer authorized by these Bylaws or any member of the Board selected by the members present shall preside. The secretary of the Association shall act as secretary at all meetings of the Board. In the secretary's absence, the presiding officer of the meeting may designate any person to act as secretary. At meetings of the Board of Directors, the business shall be transacted in such order as the Board may from time to time determine.

Section 6.10. Presumption of Assent. Any director of the Association who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed to have assented to the action taken unless such director's dissent is entered in the minutes of the meeting or unless such director files a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or forwards such written dissent to the secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 6.11. Meetings by Telephone. Subject to the provisions required or permitted by these Bylaws or the laws of the State of Texas for notice of meetings, members of the Board of Directors, or members of any committee designated by the Board of Directors, may participate in and hold any meeting required or permitted under these Bylaws by telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such a meeting, except where a person participates in the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 6.12. Action Without a Meeting. Any action required by statute or permitted to be taken at a meeting of the directors of the Association, or of any committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all directors or all committee members as the case may be, and such consent shall have the same force and effect as a unanimous vote of the directors or the committee. Such signed consent, or a signed copy thereof, shall be filed with the minutes of the proceedings of the Board or committee.

Section 6.13. No Compensation. Directors as such shall not receive any stated salary for their service, but upon resolution of the Board of Directors, a fixed sum and reimbursement for reasonable expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors or at any meeting of the executive committee of directors, if any, to which such director may be elected. Nothing herein shall preclude any director from serving the Association in any other capacity or receiving compensation therefor.

Section 6.14. Committees. The Board of Directors, by resolution adopted by a majority of the full board of directors, may appoint one or more committees of two or more persons each. Unless otherwise required by the Board of Directors, committee members do not have to be directors or officers of the Association. Such committees may exercise such authority of the Board of Directors in the business and affairs of the Company as the Board of Directors may, by resolution duly adopted, delegate, except as prohibited by law. The designation of any committee and the delegation thereof of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed on it or such member by law. Any member of a committee may be removed at any time by the Board of Directors. Members of any such committees may receive such compensation or reimbursement for reasonable expenses as may be approved by the Board of Directors.

ARTICLE VII

Officers

Section 7.1. Number. The officers of the Association shall consist of a president, one or more vice presidents, a secretary and a treasurer; and, in addition, such other officers and assistant officers and agents as may be deemed necessary or desirable. Officers shall be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person. In its discretion, the Board of Directors may leave unfilled any office except those of president, treasurer and secretary.

Section 7.2. Election; Term; Qualification. Officers shall be chosen by the Board of Directors annually at the meeting of the Board of Directors following the annual Members' meeting. Each officer shall hold office until his successor has been chosen and qualified, or until his death, resignation or removal.

Section 7.3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby; but, such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create any contract rights.

Section 7.4. Vacancies. Any vacancy in any office for any cause may be filled by the Board of Directors at any meeting.

Section 7.5. Duties. The officers of the Association shall have such powers and duties, except as modified by the Board of Directors, as generally pertain to their offices, respectively, as well as such powers and duties as from time to time shall be conferred by the Board of Directors and by these Bylaws

Section 7.6. The President. The president shall have general direction of the affairs of the Association and general supervision over its several officers, subject however, to the control of the Board of Directors. He shall preside at each annual meeting, and from time to time, report to the Members and to the Board of Directors all matters within his knowledge which, in his opinion, the interest of the Association may require to be brought to the notice of such persons. He shall preside at all meetings of the members and shall sign and execute in the name of the Association (i) all contracts or other instruments authorized by the Board of Directors, and (ii) all contracts or instruments in the usual and regular course of business, pursuant to Section 8.1 hereof, except in cases when the signing and execution thereof shall be expressly delegated or permitted by the Board or by these Bylaws to some other officer or agent of the Association; and, in general, shall perform all duties incident to the office of president, and such other duties as from time to time may be assigned to him by the Board of Directors or as are prescribed by these Bylaws.

Section 7.7. Vice Presidents. At the request of the president, or in his absence or disability, the vice presidents, in the order of their election, shall perform the duties of the president, and, when so acting, shall have all the powers of, and be subject to all restrictions upon, the president. Any action taken by a vice president in the performance of the duties of the president shall be conclusive evidence of the absence or inability to act of the president at the time such action was taken. The vice presidents shall perform such other duties as may, from time to time, be assigned to them by the Board of Directors or the president.

Section 7.8. Secretary. The secretary shall keep the minutes of all meetings of the members, of the Board of Directors, in one or more books provided for such purpose and shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. He shall be custodian of all records of the Association and shall have general charge of the Association membership records and such other books and papers of the Association as the Board of Directors may direct, all of which shall, at all reasonable times, be open to the examination of any director, upon

application at the office of the Association during business hours; and in general shall perform all duties and exercise all powers incident to the office of the secretary and such other duties and powers as the Board of Directors or the president from time to time may assign to or confer on him.

Section 7.9. Treasurer. The treasurer shall keep complete and accurate records of account, showing at all times the financial condition of the Association. He shall be the legal custodian of all money, notes, securities and other valuables which may from time to time come into the possession of the Association. He shall furnish at meetings of the Board of Directors, or whenever requested, a statement of the financial condition of the Association, and shall perform such other duties as these Bylaws may require or the Board of Directors may prescribe.

Section 7.10. Assistant Officers. Any assistant secretary or assistant treasurer appointed by the Board of Directors shall have power to perform, and shall perform, all duties incumbent upon the secretary or treasurer of the Association, respectively, subject to the general direction of such respective officers, and shall perform such other duties as these Bylaws may require or the Board of Directors may prescribe.

Section 7.11. Salaries. The salaries or other compensation of the officers, if any, shall be authorized and fixed from time to time by the Board of Directors. No officer shall be prevented from receiving such salary or other compensation by reason of the fact that he is also a director of the Association.

Section 7.12. Bonds of Officers. The Board of Directors may secure the fidelity of any officer of the Association by bond or otherwise, on such terms and with such surety or sureties, conditions, penalties or securities as shall be deemed proper by the Board of Directors.

Section 7.13. Delegation. The Board of Directors may delegate temporarily the powers and duties of any officer of the Association, in case of his absence or for any other reason, to any other officer, and may authorize the delegation by any officer of the Association of any of his powers and duties to any agent or employee, subject to the general supervision of such officer.

ARTICLE VIII

Miscellaneous

Section 8.1. Contracts. The president shall have the power and authority to execute, on behalf of the Association, contracts or instruments in the usual and regular course of business, and in addition the Board of Directors may authorize any officer or officers, agent or agents, of the Association to enter into any contract or execute and deliver any instruments in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors or by these Bylaws, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit or to render it pecuniarily liable for any purpose or in any amount.

Section 8.2. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed

by such officers, employees or managing agents of the Association as shall from time to time be authorized pursuant to these Bylaws or by resolution of the Board of Directors.

Section 8.3. Depositories. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks or other depositories as the Board of Directors may from time to time designate, and upon such terms and conditions as shall be fixed by the Board of Directors. The Board of Directors may from time to time authorize the opening and maintaining within any such depository as it may designate, of general and special accounts, and may make such special rules and regulations with respect thereto as it may deem expedient.

Section 8.4. Corporate Seal. A corporate seal of the Association, if authorized by the Board of Directors, shall be in such form as the Board of Directors shall approve, and such seal, or a facsimile thereof, may be impressed on, affixed to, or in any manner reproduced upon, instruments of any nature as required or desired.

Section 8.5. Fiscal Year. The fiscal year of the Association shall begin and end on such dates as the Board of Directors at any time shall determine.

Section 8.6. Books and Records. The Association shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Members and Board of Directors, and shall keep at its principal place of business a record of its Members as provided in Section 3.2.

Section 8.7. Resignations. Any director or officer may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the president or secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

ARTICLE IX

Indemnities

Section 9.1. Definitions. In this Article:

- (a) "Indemnitee" means (i) any present or former Director, advisory director or officer of the Association, (ii) any person who while serving in any of the capacities referred to in clause (i) hereof served at the Association's request as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic association, partnership, joint venture, trust, employee benefit plan or other enterprise, and (iii) any person nominated or designated by (or pursuant to authority granted by) the Board of Directors or any committee thereof to serve in any of the capacities referred to in clauses (i) or (ii) hereof.
- (b) "Official Capacity" means (i) when used with respect to a Director, the office of Director of the Association, and (ii) when used with respect to a person other than a Director, the elective or appointive office of the Association held by such person or

the employment or agency relationship undertaken by such person on behalf of the Association, but in each case does not include service for any other foreign or domestic association or any partnership, joint venture, sole proprietorship, trust or other enterprise.

- (c) "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

Section 9.2. Indemnification. The Association shall indemnify every Indemnitee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement and reasonable expenses actually incurred by the Indemnitee in connection with any Proceeding to which he was, is or is threatened to be named defendant or respondent, or in which he was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of his serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Section 9.1(a), if it is determined in accordance with Section 9.4 that the Indemnitee (a) conducted himself in good faith, (b) reasonably believed, in the case of conduct in his Official Capacity, that his conduct was in the Association's best interests and, in all other cases, that his conduct was at least not opposed to the Association's best interests, and (c) in the case of any criminal proceeding, had no reasonable cause to believe that his conduct was unlawful; provided, however, that in the event a determination is made that a person is entitled to indemnification pursuant to this Section 9.2 in connection with a Proceeding brought by or on behalf of the Association, such indemnification shall be limited to the reasonable expenses (including court costs and attorneys' fees) actually incurred by the Indemnitee in connection with the Proceeding. No indemnification shall be made under this Section 9.2 in respect of any judgment, penalty, fine or amount paid in settlement in connection with any Proceeding in which such Indemnitee shall have been found liable to the Association. If a director is found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the Indemnitee's Official Capacity, then indemnification can be made only if the indemnification (x) is limited to reasonable expenses and (y) shall not be made if the director is found liable for willful or intentional misconduct in performing his duties to the Association. The termination of any Proceeding by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the Indemnitee did not meet the requirements set forth in clauses (a), (b) or (c) in the first sentence of this Section 9.2.

Section 9.3. Successful Defense. Without limitation of Section 9.2 and in addition to the indemnification provided for in Section 9.2, the Association shall indemnify every Indemnitee against reasonable expenses incurred by such person in connection with any Proceeding in which he is a witness or a named defendant or respondent because he served in any of the capacities referred to in Section 9.1(a), if such person has been wholly successful, on the merits or otherwise, in defense of the Proceeding.

Section 9.4. Determinations. Any indemnification under Section 9.2 (unless ordered by a court of competent jurisdiction) shall be made by the Association only upon a determination that indemnification of the Indemnitee is proper in the circumstances because he has met the applicable standard of conduct. Such determination shall be made (a) by the Board of Directors by a majority

vote of a quorum consisting of Directors who, at the time of such vote, are not named defendants or respondents in the Proceeding; (b) if such a quorum cannot be obtained, then by a majority vote of a committee of the Board of Directors, duly designated to act in the matter by a majority vote of all Directors (in which Directors who are named defendants or respondents in the Proceeding may participate), such committee to consist solely of two or more Directors who, at the time of the committee vote, are not named defendants or respondents in the Proceeding; (c) by special legal counsel selected by the Board of Directors or a committee thereof by vote as set forth in clauses (a) or (b) of this Section 9.4 or, if the requisite quorum of all of the Directors cannot be obtained therefor and such committee cannot be established, by a majority vote of all of the Directors (in which Directors who are named defendants or respondents in the Proceeding may participate); or (d) by the members in a vote that excludes the votes of Directors that are named defendants or respondents in the Proceeding. Determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified in clause (c) of the preceding sentence for the selection of special legal counsel. In the event a determination is made under this Section 9.4 that the Director or officer has met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonably prorated.

Section 9.5. Advancement of Expenses. Reasonable expenses (including court costs and attorneys' fees) incurred by an Indemnitee who was or is a witness or was, is or is threatened to be made a named defendant or respondent in a Proceeding shall be paid by the Association at reasonable intervals in advance of the final disposition of such Proceeding upon receipt by the Association of (a) a written affirmation by such Indemnitee of his good faith belief that he has met the standard of conduct necessary for indemnification by the Association under this Article and (b) a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed by the Association if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article. Such written undertaking shall be an unlimited obligation of the Indemnitee but need not be secured and it may be accepted without reference to financial ability to make repayment. Notwithstanding any other provision of this Article, the Association may pay or reimburse expenses incurred by an Indemnitee in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not named a defendant or respondent in the Proceeding.

Section 9.6. Other Indemnification and Insurance. The indemnification provided by this Article shall (a) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Declaration, these Bylaws, any law, agreement or vote of members or disinterested Directors, or otherwise, or under any policy or policies of insurance purchased and maintained by the Association on behalf of any Indemnitee or under any self-insurance arrangement allowed by law, both as to action in his Official Capacity and as to action in any other capacity, (b) continue as to a person who has ceased to be in the capacity by reason of which he was an Indemnitee with respect to matters arising during the period he was in such capacity, and (c) inure to the benefit of the heirs, executors and administrators of such person.

Section 9.7. Notice. Any indemnification of or advance of expenses to a present or former Director or officer of the Association in accordance with this Article shall be reported in writing to

the members of the Association with or before the notice or waiver of notice of the next members' meeting or with or before the next submission to members of a consent to action without a meeting and, in any case, within the twelve-month period immediately following the date of the indemnification or advance.

Section 9.8. Construction. The indemnification provided by this Article shall be subject to all valid and applicable laws, including, without limitation, Article 2.02-1 of the Texas Business Corporation Act, and, in the event this Article or any of the provisions hereof or the indemnification contemplated hereby are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Article shall be regarded as modified accordingly, and, as so modified, to continue in full force and effect.

Section 9.9. Continuing Offer, Reliance, etc. The provisions of this Article (i) are for the benefit of, and may be enforced by, each Director and officer of the Association, the same as if set forth in their entirety in a written instrument duly executed and delivered by the Association and such Director or officer and (ii) constitute a continuing offer to all present and future Directors and officers of the Association. The Association, by its adoption of these Bylaws, (i) acknowledges and agrees that each present and future Director and officer of the Association has relied upon and will continue to rely upon the provisions of this Article in accepting and serving in any of the capacities referred to in Section 9.1(a), (ii) waives reliance upon, and all notices of acceptance of, such provisions by such Directors and officers and (iii) acknowledges and agrees that no present or future Director or officer of the Association shall be prejudiced in his right to enforce the provisions of this Article in accordance with their terms by any act or failure to act on the part of the Association.

Section 9.10. Effect of Amendment. No amendment, modification or repeal of this Article or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Director or officer of the Association to be indemnified by the Association, nor the obligation of the Association to indemnify any such Director or officer, under and in accordance with the provisions of the Article as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

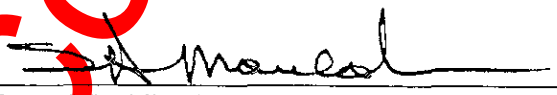
ARTICLE X

Amendments

Section 10.1. Amendments. These Bylaws may be altered, amended or repealed, or new bylaws may be adopted, by the affirmative vote of seventy-five percent (75%) or greater of the Directors at any duly held meeting or by the affirmative vote of seventy-five percent (75%) or greater of the total voting power of all classes of Membership in the Association at any duly held meeting of Members; provided that notice of such proposed action shall have been contained in the notice of any such meeting.

Certificate by Secretary

The undersigned, being the Secretary of Ashmore Farms Homeowners Association, hereby certifies that the foregoing code of Amended and Restated Bylaws was duly adopted by the Board of Directors of said Association effective as of March 15, 1999.



Scott Mauldin, Secretary

Unofficial Copy

ACTION BY UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS
OF
ASHMORE FARMS HOMEOWNERS ASSOCIATION

1. Written Consent. In accordance with the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Ashmore Farms Subdivision and the exhibits and documents incorporated therein by reference (the "Declaration"), the Amended and Restated Bylaws (the "Bylaws") of the Ashmore Farms Homeowners Association (the "Association"), and specifically Section 6.12 of such Bylaws, the Board of Directors (the "Board") of the Association hereby takes the following action by unanimous written consent as of November 10, 1999, with the same force and effect as a unanimous vote of the Board taken at a duly convened meeting.

2. Change of Principal Business Office. In accordance with Section 10.1 of the Bylaws, the Bylaws shall hereby be amended as follows:

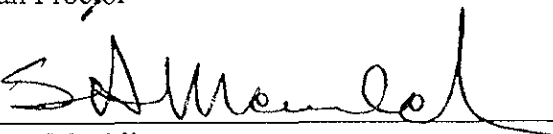
Section 2.1. The principal business office of the Association shall be at 117 Applewood, Haslet, Texas 76052.

3. Enabling Action. The officers, committee members and other authorized representatives of the Association are, and each of them acting alone hereby is, authorized and instructed to do and perform any and all such acts, including execution of any and all documents and certificates, as such persons shall deem necessary or appropriate to carry out the intent and purpose of the foregoing resolution.

This Action By Unanimous Written Consent is executed by the members of the Board of Directors of the Association as of November 10, 1999.

DIRECTORS


Dan Proctor


Scott Mauldin

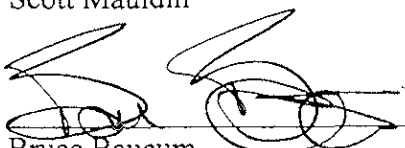

Bruce Baucum

EXHIBIT B

AMENDED AND RESTATED
DESIGN GUIDELINES
FOR
ASHMORE FARMS SUBDIVISION

Effective: March 15, 1999

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DESIGN GUIDELINES FOR ASHMORE FARMS SUBDIVISION

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I. INTRODUCTION

A. Purpose of Design Guidelines

These Amended and Restated Design Guidelines for Ashmore Farms Subdivision ("Design Guidelines") amend and restate in their entirety the Design Guidelines executed by Ashmore Farms, Ltd., a Texas Limited Partnership ("Declarant") and the Architectural Review Committee (the "ARC") of the Ashmore Farms Homeowners Association (the "Association") on April 16, 1998. These Design Guidelines provide an overall framework and comprehensive set of standards and procedures for the development of the community in an orderly and cohesive manner. These standards have been developed to assist in the planning, constructing, landscaping and modifying of Living Units within the Ashmore Farms Subdivision (the "Subdivision"). The standards set forth criteria for design, style, materials, colors and location of site improvements, landscaping, signage and lighting. In addition, the Design Guidelines establish a process for review of proposed construction and modifications to Living Units to ensure that all sites within the Subdivision are developed with the consistency and quality that attracted you to this development. These Design Guidelines are incorporated by reference into the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ashmore Farms Subdivision (the "Declaration"), and capitalized terms not defined herein shall have the meanings ascribed to them in the Declaration.

B. Governmental Standards

To the extent that the Declaration, Tarrant County ordinances or any local government ordinance, building code or regulation requires a more restrictive standard than the standards set forth in these Design Guidelines, then the Declaration or the local government standards shall prevail. To the extent that any local government standard is less restrictive, the Declaration and these Design Guidelines (in that order) shall prevail.

C. Preparer

These Design Guidelines were prepared by Ashmore Farms, Ltd. (the "Declarant") and adopted by the Declarant pursuant to the Declaration. The Design Guidelines may be changed and amended to serve the needs of an evolving Subdivision pursuant to the procedures set forth in the Declaration and in Article VI of these Design Guidelines.

D. Applicability of Design Review

Unless otherwise specifically stated in Article IV of the Declaration or these Design Guidelines, all plans and materials for new construction or exterior modifications of improvements on a Living Unit must be approved before any construction activity begins. Unless otherwise specifically stated in these Design Guidelines, no structure may be erected on any Living Unit, and no improvements (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall take place without receiving the prior written approval of the appropriate reviewer as described below. Where these Design Guidelines specifically allow

an Owner to proceed without advance approval, such allowance shall only be effective so long as the Owner complies with the requirements of the stated guideline.

Owners and builders are responsible for ensuring compliance with all standards and procedures within these Design Guidelines. Owners and builders are also governed by the requirements and restrictions set forth in the Declaration and any applicable Supplemental Declaration. In particular, Living Unit Owners should review and become familiar with the use restrictions applicable to the Subdivision set forth in Article V of the Declaration, which addresses restricted and prohibited activities and conditions within the Subdivision.

E. Review Structure

Architectural control and design review for the Subdivision is handled by either (i) the Declarant or its designee or (ii) the Architectural Review Committee. The term "reviewer," as used in these Design Guidelines, shall refer to the appropriate reviewing entity.

1. Declarant.

The Declarant has exclusive jurisdiction over all matters relating to architecture and landscaping as set forth in Article V of the Declaration, so long as Declarant owns any interest in or encumbrance on any portion of the Common Area and so long as Declarant has not terminated such ownership by written instrument executed by Declarant and recorded in the Public Records (the period during which the Declarant exercises architectural control will hereinafter be referred to as the "Declarant Review Period"). During the Declarant Review Period, the Declarant shall review plans and specifications for and shall have jurisdiction over all construction and landscaping on any Living Unit, shall be the conclusive interpreter of these Design Guidelines, shall monitor the effectiveness of these Design Guidelines, and may, but shall not be obligated to, promulgate additional design standards and review procedures as it deems appropriate.

2. Architectural Review Committee

The ARC has jurisdiction over those responsibilities delegated to it by the Declarant, if any, during the Declarant Review Period. Following the Declarant Review Period, the ARC has jurisdiction over all architectural and landscaping matters as set forth in the Declaration. Following the Declarant Review Period, the ARC shall review plans and specifications for all construction, modifications, and landscaping on any Living Unit, shall be the conclusive interpreter of these Design Guidelines, shall monitor the effectiveness of these Design Guidelines, and may promulgate additional design standards and review procedures consistent with these Design Guidelines. Members of the ARC will be appointed by the Board.

F. Review Fees

When an Owner, including a builder (hereafter collectively referred to as "Applicant"), submits plans to the reviewer for approval, the submission shall include a "Review Fee" if applicable. The Review Fee shall be made payable to the Association as follows:

1. New Home - The original improvement of a Living Unit from a site into a residential dwelling.

Review Fee - No Charge.

2. Major alteration or addition - a structural or site modification significant enough to warrant the issuance of a building permit by a governmental authority.

Review Fee - \$50.00

3. Minor architectural modification or addition - any architectural changes which require architectural review and approval as set forth in the Declaration or these Design Guidelines but for which a governmental building permit is not required. For example, changing the exterior color scheme of the residence or installing landscaping which deviates from the typical landscaping plan.

Review Fee - No Charge

4. Changes to or resubmission of approved or unapproved plans.

Review Fee - \$25.00

II. DESIGN REVIEW PROCEDURES

A. Review of New Construction

Plans for new construction upon any Living Unit must be reviewed and approved by the reviewer, requiring the submission of an Application for Review in the form attached hereto as Exhibit A. Each Applicant shall submit a conceptual or preliminary site layout and some or all of the plans listed in Section II.C. Also, exterior finishes and color schemes, if available and information concerning irrigation systems, drainage, lighting, landscaping and other features shall be provided. Applicants may request an initial meeting with a representative of the reviewer to address any questions about the Subdivision and the Design Guidelines.

The Application for Review may be waived, in the discretion of the reviewer, for Builders who have been approved for participation in the Subdivision builder program administered by Declarant and who have submitted a Builder Application for Review in the form attached hereto as Exhibit B. Approved Builders of multiple Living Units within a neighborhood or tract also may submit multiple plans and specifications for similar site plans, floor plans and layouts on similarly situated Living Units for pre-approval for an entire tract or neighborhood, in lieu of seeking approval as to each Living Unit owned; provided, however, the reviewer may require a review of pre-approved plans for their use on specific Living Units. The pre-approved plans and specifications shall show the nature, kind, shape, color (if available at that time), size, materials and location of all proposed structures and improvements. Any changes made to pre-approved plans and specifications during the construction of improvements shall require approval of the reviewer.

B. Review of Modifications

The review of modifications to existing structures or improvements shall require the submission of an Application for Review to the reviewer along with the required Review Fee. Depending on the scope of the modification, the reviewer may require the submission of all or some of the plans and specifications listed below in Section II.C. In the alternative, the reviewer may require a less detailed description of the proposed modification. The review and approval of modifications shall take place within the same time periods as required for new construction.

C. Plans to be Reviewed

Applicants shall submit two (2) sets of any of the following plans for new construction or a modification (one set to be kept by the reviewer and one to be returned to the Applicant upon project completion), in addition to the submission of an Application for Review and payment of a Review Fee, if applicable:

1. Floor Plan.

Showing decks, patios, stoops, retaining walls related to the residential dwelling, trash enclosures, HVAC equipment and utilities, and the screening for same, interior spacing of rooms, and connections to driveways and walkways. Minimum scale of 1/4" = 1'0"

2. Elevations.

Front, rear and side exterior elevations showing building materials and finishes, and indicating the maximum height of the residential dwelling.

3. Roof Plan.

Showing slopes, pitches and gables, unless reflected in the other plans.

4. Exterior Finishes.

Showing the exterior color scheme (including samples and color chips, if requested), lighting scheme and other details affecting the exterior appearance of the proposed improvements.

5. Landscaping Plan.

As requested by reviewer, showing location of trees, protection of existing vegetation, use of plants, and other landscaping details. The requirements for a landscape plan submittal are set forth in Section IV.

6. Other.

Such other information, data, and drawings as may be reasonably requested by reviewer including, without limitation, irrigation systems, drainage, lighting, satellite dish placement, landscaping and other features.

D. Review Criteria; Recommendations; Variances

While the Design Guidelines are intended to provide a framework for construction and modifications, the Design Guidelines are not all-inclusive. In its review process, the reviewer may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography and finish grade elevation, among other things. Reviewer decisions may be based on purely aesthetic considerations. However, no reviewer shall grant approval for proposed construction that is inconsistent with the Design Guidelines, unless such reviewer grants a variance.

The Declarant, prior to the expiration or termination of the Declarant Review Period and the ARC, after the expiration or termination of the Declarant Review Period, shall have the authority from time to time to adopt and revise lists of recommended landscape materials. The Declarant or ARC, whichever is authorized, may, in its sole discretion, provide that the lists of recommended materials constitute "approved materials" and that the installation of such materials requires no reviewer approval. Alternatively, the authorized entity which establishes the list(s) may provide that the purpose of the list(s) is merely to provide guidance and that installation of recommended materials does not relieve the Applicant from any obligations set forth in these Design Guidelines to acquire approval prior to installation.

Variances may be granted in some circumstances (including, but not limited to, topography, natural obstructions, hardship or environmental considerations) when deviations may be required. The reviewer shall have the power to grant a variance from strict compliance in such circumstances, so long as the variance does not result in a material violation of the Declaration. No variance shall be effective unless in writing, signed by the committee chairperson with the support of a majority of the committee members.

E. Review Period

The applicable reviewer shall use its best efforts to approve or disapprove each Application for Review and plan submittal within seven (7) days of submission of all materials required by the reviewer. One set of plans shall be returned to the Applicant, accompanied by the reviewer's response. The other set of plans shall be retained on the reviewer's records. The reviewer's decision shall be rendered in one of the following forms:

1. "Approved" - The entire application as submitted is approved.
2. "Approved as Noted" - The Application is not approved as submitted, but the reviewer's suggestions for curing objectionable features or segments are noted. The Applicant must correct the plan's objectionable features or segments, and the Applicant may be required, in the reviewer's discretion, to resubmit the Application and receive approval prior to commencing the construction or alteration.

3. "Disapproved" - The entire application as submitted is rejected in total. The reviewer may provide comments but is not required to do so.

If the reviewer fails to respond within fifteen (15) days, the Applicant may give the reviewer written notice of such failure to respond. Notwithstanding any failure by the reviewer to respond, no construction or modification that is inconsistent with the Declaration or the Design Guidelines shall be deemed approved, unless the reviewer has granted a variance.

F. Appeal

Any Applicant shall have the right to appeal a decision of the reviewer by resubmitting the information, documents and fees set forth above; however, such appeal shall be considered only if the Applicant has modified the proposed construction or modification or has new information which would, in the reviewer's opinion, warrant a reconsideration. If Applicant fails to appeal a decision of the reviewer, the reviewer's decision is final. In the case of a disapproval and resubmittal, the reviewer shall have ten (10) days from the date of each resubmittal to approve or disapprove any resubmittal. The filing of an appeal does not extend any maximum time period for the completion of any new construction or modification.

G. County/City Approval

The review and approval of plans and specifications shall not be a substitute for compliance with the permitting and approval requirements of Tarrant County, the City of Haslet or other governmental authorities. It is the responsibility of Applicant to obtain all necessary permits and approvals.

H. Implementation of Approved Plans

All work must conform to approved plans. If it is determined by the reviewer that work completed or in progress on any Living Unit is not in compliance with these Design Guidelines or any approval issued by the reviewer, the reviewer shall, directly or through the Board, notify the Owner and Builder, if any, in writing of such noncompliance specifying in reasonable detail the particulars of noncompliance and shall require the Owner and/or Builder to remedy the same. If the Owner and/or Builder fails to remedy such noncompliance or fails to commence and continue diligently toward achieving compliance within the time period stated in the notice, then such noncompliance shall be deemed to be in violation of the Declaration and these Design Guidelines.

1. Time to Commence

If construction does not commence on a project for which plans have been approved within twelve (12) months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Applicant to resubmit the plans to the appropriate committee for reconsideration.

2. Time to Complete.

The reviewer shall include in any approval a maximum time period for the completion of any new construction or modification. If no maximum time period is specified in the approval, construction shall be completed within one (1) year of its commencement. The Applicant may request an extension of such maximum time period not less than three (3) days prior to the expiration of the maximum time period, which the reviewer may approve or disapprove, in its sole discretion.

If construction is not completed on a project within the period set forth in the approval, within the one (1) year default period, if applicable, or within any extension approved by the reviewer, the approval shall be deemed withdrawn, and the incomplete construction shall be deemed to be in violation of the Declaration and these Design Guidelines.

I. Changes After Approval

All proposed changes to plans, including changes that affect the exterior of any building, colors, windows, grading, paving, utilities, landscaping or signage, made after the approval of plans, must be submitted to and approved in writing by the reviewer prior to implementation. Close cooperation and coordination between the Applicant and the reviewer will ensure that changes are approved in a timely manner.

If Tarrant County or an other authority having jurisdiction requires that changes be made to final construction plans previously approved by the reviewer, the Applicant must notify the reviewer of such changes and receive approval from the reviewer prior to implementing such changes.

J. Enforcement

In the event of any violation of these Design Guidelines, the Declarant or the Board may take any action set forth in the By-Laws or the Declaration, including the levy of a Special Assessment or Member Charge pursuant to the Declaration. The Declarant or the Board may remove or remedy the violation and/or seek injunctive relief requiring the removal or the remedying of the violation. In addition, the Declarant or the Board shall be entitled to recover the costs incurred in enforcing compliance and/or impose a fine against the Living Unit upon which such violation exists.

III. **ARCHITECTURAL AND IMPROVEMENT DESIGN STANDARDS FOR RESIDENTIAL PROPERTIES**

The following specific site criteria shall apply to all proposed or existing construction within the Subdivision unless a variance is granted by a reviewer.

A. Accessory Buildings.

Owners shall secure reviewer approval prior to construction of any accessory building, including sheds and permanently installed structures or playhouses. A detached garage is not

considered an accessory building, and its construction shall require reviewer approval on a case-by-case basis. Accessory buildings shall meet the following criteria:

1. An accessory building must be of the same color, material and architectural style as the main residence or of color, material, and style that is generally recognized as complementary to that of the main residence. An accessory building's roofing materials shall match those of the main residence.
2. Any utilities servicing accessory buildings shall be installed underground.
3. Accessory buildings generally shall be located in the rear yard but may not be located within an easement area, shall not unreasonably obstruct any adjacent neighbor's views and must be screened by a fence or vegetation.
4. No contractor or builder shall erect on any Living Unit any temporary building for use in connection with construction on such Living Unit; provided, however, that the ARC may in its sole discretion waive this requirement for temporary construction trailers.

B. Additions and Expansions

Reviewer approval is required for any addition to or expansion of a residence. Materials shall match the existing residence.

C. Air Conditioning Equipment

Unless otherwise permitted by the ARC, no window air-conditioning Living Unit shall be installed which is visible from the street.

D. Antennae and Communication Dishes

Subject to the provisions of applicable law, no exterior television, radio antennae or satellite dish or receiver, or solar equipment of any sort that can be viewed from an adjacent Living Unit or a street shall be placed or maintained upon any portion of a structure or Living Unit without prior written approval of the ARC. Subject to the provisions of applicable law, satellite dishes and antennae shall be restricted in size to forty inches (40") or less and shall be located behind the rear portion of the dwelling in the rear yard of the Living Unit.

E. Architectural Standards

The exteriors of all buildings must be designed to be compatible with the natural site features of the Living Unit and to be in harmony with their surroundings. The land forms, the natural contours, local climate, vegetation and views should dictate the building location, the building form and the architectural style. The reviewer may disapprove plans if in its judgment the massing, architectural style, roofline, exterior materials, colors or other features of the building do not meet such standards.

F. Awnings and Overhangs.

The installation of awnings or overhangs requires reviewer approval. The awning or overhang color must be the same as or generally recognized as complementary to the exterior of the residence.

G. Birdbaths, Birdhouses and Birdfeeders.

Reviewer approval is not required for the rear yard installation of any birdbath that has height of three feet (3') or less, including any pedestal. Placement of such items in any front or side yard placement requires reviewer approval. No reviewer approval is required for one rear yard installation of a birdhouse or birdfeeder. Such birdhouse or birdfeeder shall measure no more than one foot (1') by two feet (2'). Additional feeders or installation in front or side yard requires reviewer approval.

H. Woodpiles and Fuel Tanks.

All woodpiles and similar materials, and no more than one (1) above-ground propane or other approved fuel tank of no more than five hundred (500) gallons, shall be kept and maintained in the rear yard only and shall be screened by adequate planting and/or fencing so as to conceal them from view of neighboring residences and the streets. Other than the one tank described above, no above-ground tanks for the storage of fuel, water or any other substance shall be located on any Living Unit.

I. Compost

One compost pile measuring not more than three feet in diameter and three feet in height may be permitted on the rear yard if such is adequately screened by planting and/or fencing so as to conceal them from view of neighboring residents and the street. Owners shall be responsible for ensuring that compost piles are maintained in a manner which does not emit odors or attract rodents or insects, which may result in appropriate sanctions if allowed to occur.

J. Decks and Balconies.

Owners shall secure reviewer approval before installing decks or balconies. Decks and balconies must be constructed of wood or other material similar to that of the residence and, if painted, must be painted a color similar to or generally acceptable as complementary to the residence. Decks and balconies must be installed as an integral part of the residence or patio area. Any such decks or balconies must be located so as to not obstruct or diminish the view of or create an unreasonable level of noise for the adjacent property owners. Construction shall not occur over easements and must comply with applicable county and city requirements and codes.

K. Pet Runs and Houses

No structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Living Unit unless plans and specifications for said lot have been

approved by the ARC. No stable, poultry house, rabbit hut or other similar yard structure, with the exception of a doghouse, shall be constructed or allowed to remain in any Living Unit. The installation, construction or maintenance of other pet houses or pet runs shall be made only with the approval of the ARC.

L. Exterior Lighting.

Except for seasonal holiday decorative lighting, all exterior lights must be approved by the ARC. Lights shall be permitted no earlier than one (1) month prior to the holiday and must be removed no later than one (1) month following the holiday. Christmas displays which, in the opinion of the reviewer, create traffic congestion or become an annoyance to adjacent property owners shall not be allowed. The reviewer may take into consideration the visibility and style of the fixture and its location on the home. Exterior lights shall be conservative in design and small in size as practical. Lights shall be directed toward the house or ground and limited in wattage to 2,000 lumens. Low voltage (12 volt) lighting is preferred.

M. Flagpoles.

Flagpoles are not allowed. Decorative or seasonal flags must be mounted on the main residential dwelling and shall not exceed the roof line of the main residential dwelling.

N. Garages.

Garages which are constructed independent from the home require reviewer approval. Such garages shall be compatible with and complementary to the main residence in architectural style, material, color and location. Review shall be made on a case-by-case basis. Carports shall be prohibited. Garage doors shall not be removed and shall remain closed except in periods of ingress or egress.

O. Gazebos and Greenhouses

Reviewer approval is required prior to the construction of any gazebo or greenhouse. Any gazebo or greenhouse must be an integral part of the landscape plan and must not obstruct any adjacent property owner's view.

P. Homes - Minimum and Maximum Dwelling Sizes

The minimum square footage of heated space within the frame line of any residential dwelling ("finished area") permitted on each Living Unit shall be two thousand (2,000) square feet.

Q. Hot Tubs and Saunas

Reviewer approval is required for the installation of any hot tub, jacuzzi, sauna or spa. Any hot tub, jacuzzi or spa shall be an integral part of the deck or patio area and/or the rear yard landscaping. A hot tub, jacuzzi or spa shall be located in the rear or side yard, shall be installed in such a way that it is not immediately visible to adjacent property owners, and shall

not create an unreasonable level of noise for adjacent property owners. Owners may be required to install safety features such as locks or covers for these items when they are not in use.

R. Latticework.

Latticework or a garden trellis which is a part of the landscaping or exterior of a structure must be approved.

S. Paint.

Owners may repaint in accordance with the originally approved color scheme of any dwelling or improvement. Reviewer approval is required for all material changes in exterior painting. Review criteria may include, but shall not be limited to, the sheen of paint, the home's architecture, any existing stone or brick accents, roof color and the neighboring properties' colors. Primary colors for all exterior building surfaces must complement the architectural theme of the house.

T. Patios.

Reviewer approval is required for the construction of patio covers, open patios and enclosed patios. Patio covers shall be constructed of wood or material generally recognized as complementary to the residence and be similar or generally recognized as complementary in color to the exterior color of the residence. Open patios must be an integral part of the landscape plan and must be located so as not to create an unreasonable level of noise for adjacent property owners. The patio color must be similar to or generally accepted as a color complementary to the design and color of the residence. Enclosed patios shall be constructed of materials that are similar to or generally accepted as complementary to those of the residence.

U. Playhouses.

A playhouse shall be considered an accessory building if it measures more than twenty-four (24) square feet, is more than six feet (6') high from peak to ground, or is constructed on a concrete slab or footing.

V. Pools.

Reviewer approval is required for the construction or installation of pools. Pools shall be an integral part of the deck or patio area and/or the rear yard landscaping. A pool shall be located in the rear or side yard, shall be installed in such a way that it is not immediately visible to adjacent property owners, and shall not create an unreasonable level of noise for adjacent property owners. Pools shall be fenced for safety purposes, and Owners may be required to install safety features such as locks or covers for these items when they are not in use. No above-ground pools are permitted.

W. Recreational Equipment.

Installation of all basketball goals requires reviewer approval. A basketball goal may only be placed or installed in the rear of a Living Unit so that it is not visible from the street and shall not be placed on the front of the structure or garage at any time. Freestanding pole-mounted backboards are prohibited in the front yard, whether permanent or sleeve-set. Pole mounted basketball goals must be mounted on black poles and have backboards either clear or white, providing same are not visible from the street unless waived by the ARC. The review of rear yard pole-mounted backboards shall be based upon, but not limited to, the following considerations: proximity of goal to property lines and proximity of goal to neighbors' living areas, landscaping and vehicles.

Approval is required for the installation of play and sports equipment taller than seven feet (7'). All play equipment must be wood construction, environmentally and aesthetically compatible and approved by the ARC. Ten foot (10') portable basketball goals may be permitted, provided such goals are stored out of view when not in use. Owners shall exercise consideration toward neighbors; any such equipment shall be set back a reasonable distance from adjacent property lines so as to avoid disturbance of neighbors and shall not obstruct neighbors' views of open spaces. Treehouses are prohibited.

X. Roofing.

Roof pitches and overhangs may vary as dictated by architectural design, but shall be a minimum pitch of 8/12. Shingles must be either slate, tile, metal or composition, 240 pound and weatherwood in color. Reviewer approval is required for a roof-material change.

Y. Roof Accessories and Equipment.

Reviewer approval is required for all rooftop equipment and accessories, unless specifically excepted in this Section. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing gutters and downspouts must be painted to match the color of the fascia/siding of the structure, the brick/stucco masonry or roof. No exposed attachment straps will be allowed. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb, and shall not be visible from the street. Landscaping or other buffering may be required for solar panels. Reviewer approval is not required for skylights having measurements of three feet (3') by five feet (5') or less. Skylights should be placed in locations so as not to detract from the building elevations.

Z. Setbacks and Yards

Setback requirements from property lines are established by the Declarant or county/city ordinance and are subject to public utility easements, drainage easements, right-of-way and landscape easements depicted on the recorded plats.

AA. Siding

Owners shall seek reviewer approval before installing siding of any type.

BB. Signs

No sign whatsoever shall, without the ARC's prior written approval of plans and specifications therefor, be installed, altered or maintained on any Living Unit or any portion of a structure visible from the exterior thereof, except as set forth in the Declaration. "For Rent" or "For Lease" signs are prohibited. In no event during approved construction of any structure shall more than one job identification sign be approved by the ARC.

CC. Statues

Reviewer approval is not required for the rear-yard installation of any statue, which, including any pedestal, stands no more than five feet (5') tall. All other statues or yard orientation is subject to reviewer approval.

DD. Temporary Structures

Temporary structures, other than those used during the initial construction of a residence, including without limitation, shacks or storage units, are prohibited. Reviewer approval is required for tents other than camping tents that are used for occasional overnight sleeping by children and left standing for seventy-two (72) hours or less.

EE. Trash Containers

Trash bins or enclosures shall be in the rear or side yard and shall be enclosed or screened from view of adjacent property and any street. Trash containers shall be kept in a manner which is not visible from the street or adjacent residences at all times other than during trash collection.

FF. Utilities

Pipes, wires, poles, utility meters and other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure. Any utilities or utility equipment not installed below ground or within an enclosed structure requires reviewer approval. Utilities include water, sewer, power, telephone, cable television and miscellaneous conduits.

IV. LANDSCAPING AND SITE STANDARDS FOR RESIDENTIAL PROPERTIES

Landscaping is an essential element of design in the Subdivision. Preservation of existing vegetation in addition to the introduction of plants native to the North Texas area must be considered in establishing the landscape design.

A. Initial Landscaping

Unless landscaping is provided with the purchase of the Living Unit, within sixty (60) days of recordation of the deed of a Living Unit to an Applicant, or within any extended period as may be provided in writing by the reviewer, the Applicant shall develop a

landscaping plan and install and maintain landscaping on such Living Unit (subject to such extensions granted by the reviewer due to weather conditions).

The plan should provide for a comprehensive landscaping scheme, and may be required to include, at the discretion of the reviewer, the following:

1. Site plan with property boundary, footprints of permanent structures, and locations and identifications of every hardwood tree with a diameter of eight inches or more at a height of three feet above grade.
2. Project location and owner's name.
3. North arrow, drawing scale, sheet number, and date.
4. Planting plan showing locations of proposed and existing plants. Plants should be drawn at mature size.
5. Irrigation plan if irrigation will be installed.
6. Construction details for all structural elements; i.e., retaining walls over 2'-6", pools, decks, etc.

B. Landscaping Requirements

All Lots shall have a minimum of two (2) two inch (2") caliper trees in the front setback area. All areas of yard visible from the street shall be landscaped and have ground cover, including but not limited to seed, hydromulch or sod. All landscaping shall be of a quality, quantity and design to be compatible with adjoining Lots and the neighborhood setting. A sprinkler system shall be required in all areas of landscaping and ground cover visible from the street.

C. Drainage

Drainage of the Living Unit must conform to all county and city requirements. All drainage and grading must be indicated on the plans approved by the reviewer. There shall be no interference with the established drainage pattern over any property except as approved in writing by the reviewer. The established drainage pattern is defined as the drainage pattern as engineered and constructed by the Declarant or approved builder prior to (or in some cases, immediately following) conveyance of title from Builder to the individual homeowner. Owners may make minor drainage modifications to their Living Units provided that they do not alter the established drainage pattern.

Landscape plans shall conform to the established drainage pattern, shall cause water to drain away from the foundation of the house, and shall prevent water from flowing under or ponding near or against the house foundation. Water should flow fully over walkways, sidewalks or driveways into the street. The reviewer may require a report from a drainage engineer as part of landscaping or improvement plan approval. Sump pump drainage should be vented a reasonable distance from the property line to allow for absorption.

D. Fences

No fence or wall of any kind shall be erected, maintained or altered on any Living Unit without prior written approval of the ARC of plans and specifications for such fences and walls. Absent a specific written waiver from the ARC, all wood fences must be installed so that the finish side of the fences faces outward from the Owner's Living Unit, and the support structure side of the fence faces the Owner's Living Unit.

Fences shall be constructed of wood, stone and/or masonry and shall be aesthetically pleasing in design and materials. Wood fence materials of all fences that are visible from any road shall be either treated or cedar, 4"x4" posts with 1"x4" or 1"x6" pickets of cedar, spruce or redwood, and shall not exceed eight feet (8') in height. The Declarant, prior to the expiration or termination of the Declarant Review Period, and the ARC, after the expiration or termination of the Declarant Review Period, shall have the authority from time to time to create, revise or eliminate such list of pre-approved fence types, sizes and/or materials. Any fences or walls, whether constructed by the Owner or a builder, shall be well repaired and maintained consistent with the Subdivision-wide Standard. In the event a fence or wall is damaged or destroyed, the Owner shall repair or recondition the same at the Owner's expense. If the Owner does not so repair or replace the same within five (5) days after written notice, Declarant and/or the ARC may do so at Owner's expense pursuant to the Declaration and these Design Guidelines.

E. Grading

No Owner shall grade its property so as to interfere with the established drainage pattern over any property except as approved in writing by the reviewer. Owners should work with the natural contours and seek solutions that minimize the impact of grading with respect to major alterations of existing grades. Owners may create berms, slopes and swales for the purpose of defining space and screening undesirable views, noise and high winds. Grassed slopes and berms are suggested not to exceed three feet of horizontal distance to one foot of rise or vertical height (3 to 1 slope) in order to permit greater ease of mowing and general maintenance.

F. Paving; Driveways

Owner shall secure reviewer's approval prior to paving with any paving material, including concrete, brick, flagstone, stepping stones, and pre-cast patterned or exposed aggregate concrete pavers and for any purpose, including walks, driveways or patio areas. Owners shall secure reviewer approval before extending or expanding any driveway.

G. Retaining Walls

All retaining walls require approval by the reviewer. Such walls shall be properly anchored to withstand overturning forces, and shall be made thicker at the bottom than at the top to achieve stability. All retaining walls visible from the street shall be constructed of stone and/or masonry and not wood, and all retaining walls shall incorporate weep holes into the wall design to permit water trapped behind them to be released. Walls shall not be located so as to alter the existing drainage patterns.

V. **CONSTRUCTION GUIDELINES**

A. **Inspections**

The Applicant shall schedule and coordinate a review of all construction activities with the reviewer to verify compliance with the approved plans and specifications. The reviewer may also perform additional periodic informal inspections to ensure that work is being performed in conformance with approved plans, these Design Guidelines and the Subdivision-wide standard. All inspections are observations only and will not relieve the obligation to obtain inspection approvals from county, city and other organizations having jurisdiction.

Job sites not in compliance with the Declaration, these Design Guidelines or approved plans will be issued a Notice of Violation and a punchlist of items needed to bring the construction and/or job site into compliance. Further construction shall be prohibited until such punchlist items have been corrected.

B. **Construction Damages**

Any damage to vegetation or Common Area facilities, and any streets or easement areas, caused by the Applicant, its contractors, sub-contractors, agents or employees must be corrected immediately to the satisfaction of the reviewer, the Declarant, and the owner of the damaged property. If the damage is not corrected, the Declarant or the Association may repair such damage and assess the costs of repair to the Applicant in accordance with Article XI of the Declaration.

C. **Conduct**

The Applicant must ensure that all contractors and subcontractors control the conduct of their agents and employees while working in the Subdivision. Loud music, profanity and other behavior which is unbecoming of a quality operation will not be tolerated. Agents/employees violating this policy may be asked to leave the premises and may thereafter be denied access at the construction entrance.

D. **Site Cleanliness**

All sites must be maintained in a clean and orderly manner at all times, and shall contain a temporary trash receptacle of at least 8' x 8' from and after the beginning of construction. The storage of materials should be in an inconspicuous location within the site and stored neatly and orderly. All construction debris shall be cleared at the end of each working day.

VI. **CHANGES AND AMENDMENTS TO THE DESIGN GUIDELINES**

These Design Guidelines may be amended as follows:

- A. So long as Declarant owns any portion of the residential properties or has the authority to expand the residential properties pursuant to Article XV of the Declaration, Declarant may,

in its sole discretion, amend these Design Guidelines as they apply to the residential properties, notwithstanding any delegation of reviewing authority to the ARC.

- B. When Declarant no longer owns any portion of the residential properties or no longer has the authority to expand the residential properties pursuant to Article XV of the Declaration or has delegated its right to amend these Design Guidelines, these Design Guidelines may be amended only upon the affirmative vote of two-thirds of the members of the ARC and the consent of the Board.
- C. Such amendment or a summary of the same shall be published, posted in a prominent place or otherwise disseminated, in the discretion of Declarant or the ARC.
- D. All amendments shall become effective upon adoption by the Declarant, so long as Declarant has the authority to amend these Design Guidelines, or, if the Declarant no longer has such authority, upon adoption by the ARC. Such amendments shall not be retroactive so as to apply to previous work or approved work in progress.
- E. In no way shall any amendment to these Design Guidelines change, alter or modify any provision of the Declaration or any Supplemental Declaration.

These Design Guidelines have been prepared by the Declarant for the Ashmore Farms Subdivision and are hereby adopted effective the 15th day of March, 1999.

ARCHITECTURAL REVIEW
COMMITTEE OF
ASHMORE FARMS HOME-
OWNERS ASSOCIATION

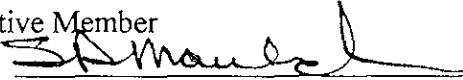
ASHMORE FARMS, LTD., Declarant
a Texas limited partnership

By: ASHMORE FARMS DEVELOPMENT, LLC
General Partner, a Texas limited liability company

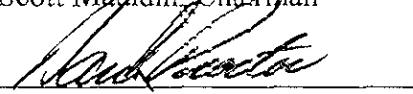


Scott Mauldin, Chairman

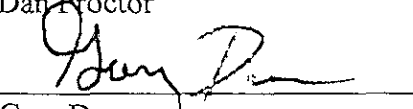
By: BAILEE DEVELOPMENT CORP.
Executive Member

By: 

Scott Mauldin, President




Dan Proctor



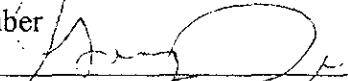
Gary Dunn

By: DRP ENTERPRISES, INC.
Executive Member

By: 

Dan Proctor, President

By: GARY DUNN BUILDERS, INC.
Executive Member

By: 

Gary Dunn, President

**EXHIBIT A
OWNER APPLICATION FOR ARCHITECTURAL REVIEW**

Date: _____ Owner's Name: _____

Address: _____ Telephone: _____

Location of Improvement: _____

If an agent is submitting on behalf of the Owner, also complete the following:

Agent's Name: _____ Company Name: _____

Type of Agent: _____ Telephone: _____

In accordance with the Article IV of the Declaration of Covenants, Conditions and Restrictions for Ashmore Farms Subdivision and the Design Guidelines, application is hereby made for review and approval of the following described improvements (provide brief description):

In support of this Application, the following required items are submitted (see Section II.C of the Design Guidelines):

A. Two sets of Plans. The plans will show the following (where applicable): site plan, floor plan, exterior elevations, roof design, exterior materials and finishes, landscaping plan and other such items as may be needed to reflect the character and dimensions of the improvements.

B. Summary. Written statement summarizing setback, height and square footage of proposed construction, how these numbers compare with the requirements and whether any variance requests are made

If the Application is incomplete, the reviewer will notify the Applicant as to the needed documents, and the Application will not be further considered until reviewer's receipt of such materials.

It is hereby understood and agreed that approval of this Application by a reviewer does not constitute a statement of compliance with applicable laws and/or ordinances of Tarrant County, the City of Haslet or any other governmental authority.

Signature of Owner(s): _____ Date: _____

Date: _____

Signature of Agent: _____ Date: _____

Submit Applications to:

Ashmore Farms Subdivision
Architectural Review Committee
c/o Ashmore Farms, Ltd.
309 Odessa Drive
Haslet, Texas 76052

Action by Reviewer:

Approved: _____ Date: _____

Approved as Noted: _____ Date: _____
(See below)

Disapproved: _____ Date: _____

Comments:

Unofficial Copy

**EXHIBIT B
BUILDER APPLICATION FOR ARCHITECTURAL REVIEW**

Date: _____ Builder's Name: _____

Company Name: _____ Telephone: _____

Address: _____

General Information:

This Application is for approval of (please check one and complete specified information for the category):

_____ Single Unit: _____
(address)

_____ Multiple Units: _____
(addresses)

Please supply the following information regardless of the category for which this application is being completed. If the information is unavailable, please so indicate:

OWNER: _____ Telephone: _____
Address: _____ City/State/Zip: _____

ARCHITECT: _____ Telephone: _____
Address: _____ City/State/Zip: _____

CONTRACTOR: _____ Telephone: _____
Address: _____ City/State/Zip: _____

ENGINEER: _____ Telephone: _____
Address: _____ City/State/Zip: _____

**LANDSCAPE ARCHITECT/
DESIGNER:** _____ Telephone: _____
Address: _____ City/State/Zip: _____

In accordance with the Article IV of the Declaration of Covenants, Conditions and Restrictions for Ashmore Farms Subdivision and the Design Guidelines, application is hereby made for review and approval of the following described improvements (provide brief description):

In support of this Application, the following required items are submitted for each Unit (see Section II.C of the Design Guidelines):

A. Two sets of Plans. The plans will show the following (where applicable): site plan, floor plan, exterior elevations, roof design, exterior materials and finishes, landscaping plan and other such items as may be needed to reflect the character and dimensions of the improvements.

B. Summary. Written statement summarizing setback, height and square footage of proposed construction, how these numbers compare with the requirements and whether any variance requests are made.

If the Application is incomplete, the reviewer will notify the Applicant as to the needed documents, and the Application will not be further considered until reviewer's receipt of such materials.

It is hereby understood and agreed that approval of this Application by a reviewer does not constitute a statement of compliance with applicable laws and/or ordinances of Tarrant County, the City of Haslet or any other governmental authority.

Signature of Owner(s): _____ Date: _____

_____ Date: _____

Signature of Agent: _____ Date: _____

Submit Applications to:

Ashmore Farms Subdivision
Architectural Review Committee
c/o Ashmore Farms, Ltd.
309 Odessa Drive
Haslet, Texas 76052

Action by Reviewer:

Approved: _____ Date: _____

Approved as Noted: _____ Date: _____
(See below)

Disapproved: _____ Date: _____

Comments:

**ACTION OF
THE ARCHITECTURAL REVIEW COMMITTEE
OF
ASHMORE FARMS HOMEOWNERS ASSOCIATION**

This Action of the Architectural Review Committee (the "ARC") of the Ashmore Farms Homeowners Association (the "Association") is made as of December 15, 1998 pursuant to authority set forth in the Declaration of Covenants, Conditions and Restrictions, Design Guidelines, Bylaws and Board of Directors resolutions of the Association.

Until further action of the ARC, the second sentence of the second paragraph of Article IV, Section D of the Design Guidelines of the Association shall be modified to read as follows, with the underlined words being added thereto:

"Wood fence materials of all fences that are visible from any road shall be either treated or cedar, 4" x 4" posts with 1" x 4" or 1" x 6" pickets of cedar, spruce or redwood, and shall not exceed eight feet (8') in height."

Pursuant to Paragraph 15 of the Organizational Minutes of the Board of Directors of the Association dated April 16, 1998, the Chairman of the ARC hereby executes this Action of the ARC on behalf of the ARC as of the date set forth above.

ARCHITECTURAL REVIEW COMMITTEE

ASHMORE FARMS HOMEOWNERS ASSOCIATION

By: 

Scott Mauldin
Chairman

D202339595
ASHMORE FARMS LTD
112 BELFORD RD #116
BEDFORD TX 76022

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

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

T O : N O R T H A M E R I C A N T I T L E

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
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B Y : _____

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