

GLEN FOREST DECLARATION OF COVENANTS PHASE I, II AND III

DECLARATION OF COVENANTS

GLEN FOREST – PHASE I

An Addition to the City of Keller, Tarrant County, Texas

NOW, THEREFORE, known all men by these presents, that SLATON INVESTMENTS, INC., a Texas Corporation, hereinafter referred to as “Declarant”, being the owner of that certain property that has been platted and subdivided into an Addition known as GLEN FOREST – PHASE I, City of Keller, Tarrant County, Texas, more fully described in the Plat recorded in Cabinet A, Slide 722, Plat Records, Tarrant County, Texas, does hereby impress upon said property the following restrictions, conditions, and restrictive Covenants, which shall run with the land and be binding upon the purchasers of the lots in the Addition, their heirs, executors, administrators, and assigns:

Section A. ARCHITECTURAL CONTROL COMMITTEE

1. APPOINTMENT. Declarant shall designate and appoint an Architectural Control Committee, hereinafter referred to as the “Committee”, composed of three (3) persons. In the event of the death, resignation or removal by Declarant of any member of the Committee, Declarant shall have full authority to designate and appoint a successor. Upon the date on which residences have been built on all the lots in the Addition, authority to designate and appoint the committee shall pass to the Homeowner’s Association. The members of the Committee shall not be entitled to compensation for services rendered. No member of the Committee shall be liable for claims, causes of action or damages arising out of services performed.

2. AUTHORITY. No building, fence, wall, or other structure shall be commenced, erected, placed, or altered on any lot until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the members of the Committee. The Committee shall have sole discretion with respect to taste, design, and standards specified herein.

3. PROCEDURE. Final plans and specifications shall be submitted in duplicate to the Committee. The plans and specifications shall show the nature, kind, shape, height, materials, and location of all landscaping and improvements. Upon approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans shall be marked “Approved”, and returned to the owner. If the committee fails to approve such plans and specifications within thirty (30) days after being submitted, written approval of the plans submitted shall not be required, and compliance with the Article shall be deemed to have been completed.

Section B. MAINTENANCE OF LANDSCAPE EASEMENT/HOMEOWNER'S ASSOCIATION

1. RESPONSIBILITY OF MAINTENANCE. It shall be the responsibility and expense of all lot owners in the Addition to maintain the landscape easement in Lot 1, Block 1, of the Addition. This includes any periodic maintenance or repair of the improvements in the landscape easement area including the masonry wall, the signage, the lighting system, the sprinkler system, and the plants & grass, as well as any other maintenance or costs required to keep the appearance of the landscape easement neat and pleasing. Also the payment of any property taxes on the improvements made within the landscape area are the responsibility and expense of all lot owners.

2. HOMEOWNER'S ASSOCIATION. Until the Declarant has conveyed by deed all of the lots in the Addition, the Declarant shall be responsible for having any needed maintenance on the landscape area performed, at the sole discretion of the Declarant. After all lots in the Addition have been conveyed by deed, all lot owners in the Addition shall then comprise the GLEN FOREST HOMEOWNER'S ASSOCIATION, hereinafter called the "Association", which shall then be responsible for all maintenance of the landscape area. Each lot owner in the Addition shall have one vote in the Association. The Association may be incorporated or unincorporated at the sole discretion of a simple majority of the lot owners. The Association shall elect a president and a secretary, and may adopt such rules, regulations and by-laws, as a simple majority of the lot owners shall deem advisable.

3. CREATION OF ASSESSMENT LIEN. Each lot owner agrees to pay lot owner's prorate share of any assessment. If an assessment is not paid within thirty (30) days of the billing date, the assessment shall bear interest at the rate of ten percent (10%) per annum until paid. The Secretary of the Association shall file with the Tarrant County Clerk a statement of the amount or the delinquent assessment, and the fact that a lien is claimed against the lot. Upon payment of the delinquent assessment, the Secretary shall file a property release of lien and assessment with the Tarrant County Clerk. Until the Declarant has conveyed all lots in the Addition, the Declarant shall be responsible for enforcement and the **recording of any liens**.

Section C. RESTRICTIONS ON STRUCTURES AND USE OF PROPERTY

1. RESIDENDUAL USE. All lots shall be used for single family residential purposes only. No more than one dwelling unit shall be built on any lot; however a dwelling unit may contain attached servants or guest quarters.

2. SQUARE FOOTAGE. The minimum floor area of air-conditioned living space for any single-family dwelling constructed on a lot shall be as follows:

(a) 2,500 square feet Block I Lots 1 – 5

Block III Lots 1 – 4

Block IV Lots 1 – 4

Lots 37 – 38

(b) 2,800 square feet Block III Lots 5 – 10

Block IV Lots 32 – 36

(c) 3,000 square feet Block I Lots 6 - 8

For the purpose of this restriction, the floor area of any out-building, porches, garages, carports, basements, or attics shall not be considered as part of the single-family dwelling. No dwelling on any lot will exceed two and one-half (2 ½) stories in height.

3. EXTERIOR SURFACES. The total exterior wall surface of each dwelling shall be at least eighty (80%) percent brick, brick veneer, stone, stone veneer, masonry or glass. All exterior areas of chimneys shall be 100% brick, stone, or masonry.

4. GARAGE. All garages to the primary dwelling shall be side or rear entry; provided that in no event shall any garage doors to the primary dwelling face or open onto any street. Each primary dwelling must contain a garage for at least two (2) cars and no more than (4) cars. All garage doors shall be maintained in the closed position when not in use. Any additional structures that contain garage doors must be expressly approved by the Committee and those doors must be a wooden facade, Carriage Gate variety, which will be stained or painted in a manner as to complement the existing residence color scheme. In addition, any approved, unattached front facing garage must maintain a setback from the home's curb and gutter so as to sit in the back one-third, (1/3) of the homeowner's lot, as well as adhere to any existing other building line and lot easements and rules currently in effect by the City of Keller. Finally, no such application shall be approved without the homeowner handing in an accompanying plan to install and maintain a fence or gate that is no less than six feet (6'), and no more than eight feet, (8') in height. This gate is to be erected prior to, or concurrently with the construction of the garage. Said fence or gate shall seek to obstruct as much of the view of that garage as is practicable, from the street. All garage doors shall be maintained in a closed position when not in use. All adjoining property owners within the Glen Forest Homeowner's Association must be consulted, and approve all applications prior to approval by the Architectural Committee.

5. DRIVEWAYS. All driveways shall be of concrete or brick construction or any other materials expressly approved by the Architectural Committee which may include premium concrete and limestone-based driveway and walkway veneers.

6. ROOFS. All roofs shall be constructed of slate, tile, 240-pound composition shingles or other such materials as may be approved by the Committee. All roof structures shall be constructed having a minimum 9/12 roof pitch, unless otherwise approved by the Committee.

7. ANTENNAS. All satellite dishes and antennas shall be installed so as to be out of street view as much as is practicable. Any other antennas must be approved by the Architectural Committee.

8. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, or other household pets for the purpose of providing companionship for the family. Any such animals shall be maintained by each lot owner under leash or within a fenced enclosure on the property. Animals are not to be raised, bred or kept for commercial purposes. Habitually barking, howling or yelping dogs shall be considered a nuisance and will not be allowed.

9. OIL DRILLING. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot.

10. OFFENSIVE ACTIVITY. No noxious or offensive activity shall be conducted on or upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or detract from its value as an attractive residential community.

11. GRASS & TRASH. No lot shall be used or maintained for the storage or as a dumping ground for rubbish, grass clippings, garbage or trash. Garbage and other waste shall be kept in sanitary containers. All containers for the storage or disposal of such materials shall be kept inside the living unit, connected garage, or out of street view. Trash and recycle receptacles are to be placed curbside the evening before or the morning of the day of trash pickup. Empty receptacles shall be returned from the curb on the day of trash pickup. Grass, weeds and vegetation shall be kept mowed at regular intervals so as to maintain the lot in a neat and attractive manner.

12. TEMPORARY STRUCTURES. No tent, shed, trailer, mobile or modular home, or any other temporary dwelling shall be erected or maintained on any lot or be used for living purposes, nor shall any garage be used for living purposes. However, the Declarant and builders may maintain temporary sales or construction offices, provided such sales or construction offices are removed within sixty (60) days after completion of sales or construction, as the case may be.

13. VEHICLES. No trailer, motor home, camper, including vehicle mounted camper either chassis or slide in, or pickup coach, tent, boat or truck (except pickup trucks less than one ton in classification) shall be parked, placed, erected, maintained or constructed on any lot or street for any purpose. However, trailers, campers, motor homes, pickup coaches, tents or boats which can be and are stored completely within attached garages or enclosures acceptable to the Committee and are not used for living purposes will not be in violation of these restrictions. All vehicles belonging to occupants must be parked overnight in the occupants' driveway or in the above-mentioned garage or other enclosure. In no case may the occupants' vehicles be parked overnight on the streets of the Addition or within the improved yard of the occupant.

14. FENCES AND WALLS. All fences and gates shall be constructed of wood, brick, rock or ornamental finished metal or iron approved in writing by the Committee prior to installation. In no event whatsoever shall chain-link fences be permitted in the Addition. No fence or gate shall be constructed or modified until the plans for the same have been approved by the Committee in accordance with the procedures set forth under the Terms and Conditions of Section "A". Any wood fencing that is facing any street must have all support poles and rails attached to the interior of the fence on homeowner's property at all times. Fence heights must comply with local city ordinances. Any height variations in the construction of a property's perimeter fence line shall be gradual in nature. Any and all homeowners affected by height variation shall indicate in writing, to the Committee, their consent with the proposed fencing and erections or repairs at the time of application submission.

15. MAILBOXES. Exterior mailboxes shall be constructed of the same building material as utilized in the construction of the exterior of the main dwelling unit, and shall conform in appearance with said dwelling unit.

16. STORAGE BUILDINGS. Storage buildings shall be situated in the rear yard area of the lot and shall be constructed of the same or similar materials utilized in the construction of the main dwelling unit unless otherwise expressly approved by the Committee prior to installation. All storage buildings require written approval from the Committee. In the event that storage building is visible from the street, every reasonable effort shall be made by the homeowner to naturally obstruct the view of that building from the street.

17. SET-BACKS. All setback lines set forth on the recorded plat of the subdivision shall be strictly observed. All shall be constructed to comply with the City of Keller regulations.

18. SIGNS. Signs other than those advertising property for sale or rent and home security are expressly prohibited. Sale, rental, or home security signs shall not be larger than 3' X 3' in size and must be in compliance with City of Keller regulations. Signage designed to highlight school spirit ("spirit" signs) is permitted to the extent that each sign not exceed twenty four inches (24" W) wide, by twenty-eight inches (28" H) high in size, above the ground. No more than two such signs shall be permitted and each shall be maintained in good, clean repair and must reside in the front yard flowerbeds immediately to either side of the dwelling's front entryway.

19. LANDSCAPING. Each lot on which a residential dwelling is constructed shall have an underground water sprinkler system for the purpose of providing sufficient water to maintain the landscaping in the front and side yard areas, which are situated outside of fences, walls or hedges. Said sprinkler system shall be completed within 120 days after the date on which the main dwelling until has been completed. Landscaping of each lot shall be completed within 120 days after the date on which the main dwelling unit has been completed. Each lot owner shall use all reasonable efforts to keep, preserve and maintain the landscaping in a healthy and attractive condition.