

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

FOR

WESLEY COMMONS

This Declaration of Covenants, Conditions & Restrictions for Wesley Commons is made by Dodson Development, Ltd., a Texas limited partnership ("Declarant"), on the date signed below. Declarant owns the real property described in Appendix A of this Declaration, together with the improvements thereon.

Declarant desires to develop the real property with a residential community to be known as Wesley Commons. Declarant further desires to provide for the preservation and maintenance of portions of Wesley Commons and to protect the value, desirability, and attractiveness of Wesley Commons. Declarant deems it advisable to create an association to perform these functions and activities more fully described in this Declaration.

Declarant hereby declares that the real property described in Appendix A is subject to this Declaration.

ARTICLE I DEFINITIONS

DEFINITIONS. The following words and phrases, whether or not capitalized, have specified meanings when used in the Documents, unless a different meaning is apparent from the context in which the word or phrase is used.

- 1.1 "ACC" means the Architectural Control Committee of the Association.
- 1.2 "Assessment" means any charge levied against a lot or owner by the Association, pursuant to the Documents or State law.
- 1.3 "Association" means the association of owners of all lots in the Property, initially organized as Wesley Commons Homeowners Association, a Texas nonprofit corporation, and serving as the "property owners' association defined in Section 202.001 (2) of the Texas Property Code. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Declaration and the bylaws.

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- 1.4. "Board" means the board of directors of the Association.
- 1.5. "City" means the City Arlington, Tarrant County, Texas, in which the Property is located.
- 1.6. "Common Area" means portions of real property and improvements thereon that are owned and/or maintained by the Association, as described in 2.4 below.
- 1.7. "Declarant" means Dodson Development, Ltd., Texas limited partnership, which is developing the Property, or the successors and assigns of Dodson Development, Ltd., which acquire any portion of the Property for the purpose of development and which are designated a Successor Declarant by Dodson Development, Ltd. or by any such successor and assigns in a recorded document.
- 1.8. "Declarant Control Period" means that period of time, beginning the date this Declaration is recorded, during which Declarant controls the operation of the Association, pursuant to Appendix C of this Declaration.
- 1.9. "Declaration" means this document, as it may be amended from time to time.
- 1.10. "Development Period" means the period beginning the date this Declaration is recorded, during which the Property is being developed, constructed, expanded, or marketed. The Development Period terminates automatically when a dwelling is constructed and completed on every lot that may be created in the Property. Declarant may terminate the Development Period at any time by recording a notice of termination.
- 1.11. "Documents" means, singly or collectively as the case may be, this Declaration, the Plat, the bylaws, the Association's articles of incorporation, and the rules of the Association, as any of these may be amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is a part of that Document.
- 1.12. "Lot" means a portion of the Property intended for independent ownership, on which there is or will be constructed a dwelling, as shown on the Plat. Where the context indicates or requires, "lot" includes all improvements thereon and any portion of a right-of-way that customarily is used exclusively by and in connection with the lot.
- 1.13. "Majority" means more than half.
- 1.14. "Member" means a member of the Association, each member being an owner of a lot unless the context indicates that member means a member of the board or a member of a committee of the Association.

- 1.15. "Owner" means a holder of recorded fee simple title to a lot. Declarant is the initial owner of all lots. Contract sellers and mortgagees who acquire title to a lot through a deed in lieu of foreclosure or through judicial or nonjudicial foreclosure are owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not owners. Every owner is a member of the Association.
- 1.16. "Plat" means all plats, singly and collectively, recorded in the Real Property Records of Tarrant County, Texas, and pertaining to Wesley Commons, an Addition to the City of Arlington, Tarrant County, Texas, including all dedications, limitations, restrictions, easements, and reservations shown on the plat, as it may be amended from time to time. (The plat of the initial phase was recorded on June 11, 2004, Document No. 204181545, Cabinet A, Slide 9297, Tarrant County, Texas.
- 1.17. "Property" means all the land subject to this Declaration and all improvements, easements, rights, and appurtenances to the land. The name of the Property is Wesley Commons. The Property is located on land described in Appendix A to this Declaration, and includes every lot and any common area thereon.
- 1.18. "Resident" means an occupant of a dwelling, regardless of whether the person owns the lot.
- 1.19. "Rules" means rules and regulations adopted or amended from time to time by the board in accordance with the Documents.
- 1.20. "Underwriting Lender" means Federal Home Loan Mortgage Corporation (Freddie Mac), Federal Housing Administration (HUD/FHA), Federal National Mortgage Association (Fannie Mae), or U.S. Department of Veterans Affairs (VA), singly or collectively. The use of this term and these institutions may not be construed as a limitation on an owner's financing options nor as a representation that the Property is approved by any institution.

ARTICLE 2 PROPERTY SUBJECT TO DOCUMENTS

2.1. PROPERTY. The real property described in Appendix A is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration, including Declarant's representations and reservations in the attached Appendix C, which run with the Property and bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each owner of the Property.

2.2. PLAT DEDICATIONS, EASEMENTS & RESTRICTIONS. In addition to the easements and restrictions contained in this Declaration, the Property is subject to the dedications, limitations, easements, restrictions, and reservations shown or cited on the plat, which is incorporated herein by reference. Each owner, by accepting an interest in or title to a lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by the plat, and further agrees to maintain any easement that crosses his lot and for which the Association does not have express responsibility.

2.3 COMMON AREA The common area of the Property consists of the following components on or adjacent to the Property, even if located on a lot or a public right-of-way:

- a. All of the Property, save and except the house Lots.
- b. Common area includes the private streets or drives in front of each lot and any area shown on the plat as common area or an area to be maintained by the Association.
- c. The formal entrances to the Property, including (if any) the signage, landscaping, electrical and water installations, planter boxes, and fencing.
- d. The screening walls or fences along the Wesley Drive and Lillard Road sides of the Property:
- e. The grounds between Wesley Drive and Lillard Road and the screening walls, fences, or berms, to the extent that the Association has a right or duty to maintain or regulate that portion of the Wesley Drive and Lillard Road right-of-ways.
- f. Any modification, replacement, or addition to any of the above-described areas and improvements.
- g. Personal property owned by the Association, such as books and records, office equipment and supplies.

2.5. PRIVATE DRIVES OR STREETS WITHIN PROPERTY. Because streets, alleys, and cul de sacs within the Property (hereinafter "streets") are capable of being converted from private drives or streets to public streets, this Section addresses both conditions. Private streets are part of the common area, which is governed by the Association. Public streets are part of the common area only to the extent they are not maintained or regulated by the city or county. To the extent not prohibited by public law, the Association, acting through the board, is specifically authorized to adopt, amend, repeal, and enforce rules, regulations, and procedures for use of the streets, whether public or private, including but not limited to:

- a. Identification of vehicles used by owners and residents and their and guests.

- b. Designation of speed limits and parking or no-parking areas.
- c. Removal or prohibition of vehicles that violate applicable mles and regulations.
- d. Fines for violations of applicable mles and regulations.

ARTICLE 3
PROPERTY EASEMENTS AND RIGHTS

3.1. GENERAL. In addition to other easements and rights established by the Documents, the Property is subject to the easements and rights contained in this Article.

3.2. EASEMENT FOR ENTRY FEATURE & SCREENING WALIThe Association is hereby granted a perpetual easement (the "Maintenance Easement") over, upon and across all private drives, streets and each lot that abuts or contains a portion of the Property's formal entrances or the screening walls or fences for the property, for the purposes stated in this Section, regardless of whether or how the plat shows the easement, entry features, or screening walls, fences; for

3.2.1. Purpose of Easement. The purpose of the Maintenance Easement is to provide for the existence, repair, improvement, and replacement of the Property's formal entrances, private drives, entrance stmctures and screening walls and fences to be maintained by the Association as a common area. In exercising this Maintenance Easement, the Association may constmct, maintain, improve, and replace improvements reasonably related to the screening or entrance of a residential subdivision, including: utilities, screening walls, fences planter beds, landscaping, and plant material; electrical and water meters and equipment, including Association light fixtures and sprinkler systems; and signage relating to the Property.

<p>NOTICE</p> <p>CERTAIN LOTS IN WESLEY COMMONS ARE SUBJECT TO A MAINTENANCE EASEMENT.</p>

3.2.2 Rights Reserved. The owners of the lots burdened with the Maintenance Easement will have the continual use and enjoyment of their lots for any purpose that does not interfere with and prevent the Association's use of the Maintenance Easement.

3.2.3. Temporary Easement. In addition to the easement granted herein, the Association has the temporary right, from time to time, to use as much as the surface of a burdened lot as may reasonably necessary for the Association to perform its contemplated work on the Maintenance Easement

3.2.4. Duration, Termination & Assignment of Easement. This easement is perpetual. The Maintenance Easement will terminate when the purpose of the easement ceases to exist, is abandoned by the Association, or becomes impossible to perform. The Association may assign this easement, or any portion thereof, to the city if the city agrees to accept the assignment.

3.3. OWNER'S EASEMENT OF ENJOYMENT. Every owner is granted a right and easement of enjoyment over the common areas and to use of improvements therein, subject to other rights and easements contained in the Documents, including the right of the Association to reserve the use of common areas for certain persons and purposes. An owner who does not occupy a lot delegates this right of enjoyment to the residents of such lot.

3.4. OWNER'S INGRESS / EGRESS EASEMENT. Every owner is granted a perpetual easement over the Property's private drives and streets, as may be reasonably required, for vehicular ingress to and egress from such lot.

3.5. ASSOCIATION'S ACCESS EASEMENT. The Association is granted an easement of access and entry to every lot and common area to perform maintenance, to enforce architectural and use restrictions, to respond to emergencies, and to perform any other duties required by the Documents.

3.6. UTILITY EASEMENT. The Association will grant permits, licenses, and easements over common areas for utilities, roads, private drives or streets and other purposes necessary for the proper operation of the Property. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance repair, or replacement of utility lines and equipment; and to do anything else necessary to properly maintain and furnish utility service to the Property; provided, however, this easement may not be exercised without prior notice to the board. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, master or cable television, and security.

3.7. RIGHTS OF CITY. The city, including its agents and employees, has the right of immediate access to the common areas at all times if necessary for the welfare or protection of the public, or for the preservation of public property. If the Association fails to maintain the common areas to a standard acceptable to the city, the city may give the Association a written demand for

maintenance. If the Association fails or refuses to perform the maintenance within a reasonable period of time after receiving the city's written demand (at least 30 days), the city may maintain the common areas at the expense of the Association after giving written notice of its intent to do so to an owner of every lot. To fund the city's cost of maintaining the common areas, the city may levy an assessment against every lot in the same manner as if the Association levied a special assessment against the lots.

LOT OWNERS AND OCCUPANTS, PLEASE PAY HEED TO THE NEXT 2 SECTIONS.

3.9. SECURITY. The Association may, but is not obligated to, maintain or support certain activities within the Property designed, either directly or indirectly, to improve safety in or on the Property. Each owner and resident acknowledges and agrees, such owner and any guests, that Declarant, the Association, and its directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of security within the Property. Each owner and resident acknowledges and accepts sole responsibility to provide security for such owner and property, and assumes all risks for loss or damage to same. Each owner and resident further acknowledges that Declarant, the Association, and its directors, officers, committees, agents, and employees have made no representations or warranties, nor has the owner or resident relied on any representation or Warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglar, and/or intrusion systems recommended or installed, or any security measures undertaken within the Property. Each owner and resident acknowledges and agrees that Declarant, the Association, and its directors, officers, committees, agents and employees may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

3.10 RISK. Each resident uses all common area amenities at such resident's risk. All common area amenities are unattended and unsupervised. Each resident is solely responsible for his own safety and that of such resident's guests. The Association disclaims any and all liability or responsibility for injury or death occurring from use of the common area amenities.

ARTICLE 4 ARCHITECTURAL COVENANTS AND CONTROL

4.1. PURPOSE. Because the lots are part of a single, unified community, the Association has the right to regulate the design, use, and appearance of the lots and common areas in order to preserve and enhance the Property's value and architectural harmony. One purpose of this Article is to promote and ensure the level of taste, design, quality, and harmony by which the Property is developed and maintained. Another purpose is to prevent improvements and modifications that may

be widely considered to be radical, curious, odd, bizarre, inconsistent or peculiar in comparison to then existing improvements.

4.2. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee (the "ACC") consists of 3 persons appointed by Declarant during the Development Period. After the Development Period, the ACC consists of 3 persons appointed by the board, pursuant to the bylaws, or, at the board's option, the board may act as the ACC. If the board acts as the ACC, all references in the Documents to the ACC are construed to mean the board. Members of the ACC need not be owners or residents.

4.3. LIMITS ON LIABILITY. The Board and its ACC have sole discretion with respect to color, design, and all standards specified by this Article and Appendix B. The members of the Board and its ACC have no liability for the decisions made in good faith, and which are not arbitrary or capricious. Neither the Board and nor the ACC are responsible for: (1) errors in or omissions from the plans and specifications submitted to the ACC; (2) supervising construction for the owner's compliance with approved plans and specifications; or (3) the compliance of the owner's plans and specifications with city codes and ordinances, state and federal laws.

BEFORE MAKING ANY IMPROVEMENT OR ALTERATION TO A LOT OR DWELLING, A BUILDER OR OWNER MUST APPLY FOR THE ACC'S PRIOR WRITTEN APPROVAL.
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4.4. PROHIBITION OF CONSTRUCTION, ALTERATION & IMPROVEMENT. Without the ACC's written approval, an owner or resident may not construct a dwelling or make an addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to a lot or the Property. The ACC has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property.

4.5. ACC APPROVAL. To request ACC approval, an owner must make written application and submit 2 identical sets of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. The application must clearly identify any requirement of this Declaration for which a variance is sought. The ACC will return one set of plans and specifications to the applicant marked with the ACC's response, such as "Approved.", "Denied", or "More Information Required". The ACC will retain the other set of plans and specifications, together with the application, for the Association's files. Verbal approval by a director, officer, member of the ACC, or the Association's manager does not constitute ACC approval, which approval must be in writing on the plans and specifications.

4.5.1. Deemed Approval. If an owner has not received the ACC's written approval or denial within 30 days after delivering such owner's complete application to the ACC, the

owner may presume that such owner's request has been approved by the ACC. The owner may then proceed with the improvement, provided such owner or resident adheres to the plans and specifications which accompanied the application, and provided such owner initiates and completes the improvement in a timely manner.

4.5.2. No Approval Required. No approval is required to repaint exteriors in accordance with ACC-approved color scheme, or to rebuild a dwelling in accordance with originally approved plans and specifications. Nor is approval required for an owner to remodel or repaint the interior of a dwelling.

4.5.3. Building Permit. If the application is for work that requires a building permit from the city, the ACC's approval is conditioned on the city's issuance of the appropriate permit. The ACC's approval of plans and specifications does not mean that such plans and specifications comply with the city's requirements. Alternatively, approval by the city does not ensure ACC approval.

4.6. ACC Guidelines. The Association may publish architectural restrictions, guidelines, and standards developed by the ACC, subject to revision from time to time, including revisions to reflect change in technology, style, and taste. The Association, acting through the ACC, has the right to establish and enforce architectural restrictions, guidelines, and standards relating to every aspect of proposed or existing improvements on a lot, including but not limited to dwellings, fences, and landscaping and further including replacements or modifications of original construction or installation.

ARTICLE S
CONSTRUCTION AND USE
RESTRICTIONS

5.1. VARIANCE. The use of the Property is subject to the restrictions contained in this Article, and subject to rules adopted pursuant to this Article. The board or the ACC, as the case may be, may grant a written variance or waiver of a restriction or rule on a case-by-case basis, and may limit or condition its grant.

5.2. CONSTRUCTION RESTRICTIONS. Without the ACC's prior written approval for a variance, improvements constructed on every lot must have the characteristics described in Appendix C, which may be treated as the minimum requirements for improving and using a lot. The ACC and the board may promulgate additional rules and restrictions, as well as interpretations, additions, and specifications of the restrictions contained in this Article. An owner should review the Association's architectural restrictions, if any, before planning improvements, repairs, or replacements to such owner's lot and dwelling.

5.3. ASSOCIATION'S RIGHT TO PROMULGATE RULES. The Association, acting through its board, is granted the right to adopt, amend, repeal, and enforce reasonable Rules, fines and penalties for infractions thereof regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property, in addition to the restrictions contained in this Article, each lot is owned and occupied subject to the right of the board to establish Rules, fines and penalties for infractions thereof, governing:

- a. Use of common areas.
- b. Hazardous, illegal or annoying materials or activities on the Property.
- c. The use of Property-wide services provided through the Association.
- d. The consumption of utilities billed to the Association.
- e. The use, maintenance, and appearance of exteriors of dwellings and lots.
- f. Landscaping and maintenance of yards.
- g. The occupancy and leasing of dwellings.
- h. Animals.
- i. Vehicles and parking of vehicles, trailers, motor homes, mobile homes and cycles.
- J. Disposition of trash and control of vermin, termites and pests.
- k. Anything that interferes with maintenance of the Property, operation of the Association, administration of the Documents, or the health, safety or quality of life for residents.

5.4. ACCESSORY SHEDS. Without the prior written approval of the ACC, accessory structures – such as dog houses, gazebos, metal storage sheds, playhouses, and greenhouses – are prohibited (not allowed). To be approved by the ACC, an accessory structure must have the following features:

- a. Designed for outdoor use.

- b. Less than 6 feet in height.
- c. Less than 100 square feet of floor space.
- d. Visually harmonious with the house or fence to which it is most visually related or physically attached, including matching major materials such as siding and roofing, dominant colors, construction details, and pitch of roof.
- e. Screened by a fence or acceptable landscape material so it is not visible by a person standing on the surface of an adjoining lot or street.
- f. Not located in front yards or in unfenced portions of side yards facing streets.

If an accessory structure is installed in violation of this Section, the ACC reserves the right to determine that the accessory structure is unattractive or inappropriate or otherwise unsuitable for the Property, and may require the owner to screen it or to remove it.

GET ACC APPROVAL BEFORE YOU SHOP FOR OR BEGIN CONSTRUCTION OF A STORAGE SHED.

5.5. ANIMAL RESTRICTIONS. No animal, bird, fish, reptile, or insect of any kind may be kept, maintained, raised, or bred anywhere on the Property for any commercial purpose or for food. Customary domesticated household pets may be kept for personal companionship subject to rules adopted by the board. The board may adopt, amend, and repeal rules regulating the types, sizes, numbers, locations, and behavior of animals at the Property. If the rules fail to establish animal occupancy quotas, no more than 2 dogs or 2 cats may be maintained on each lot. Pets must be maintained inside the dwelling, and may be kept in a fenced yard only, provided they do not disturb residents of other lots.

5.6. ANNOYANCE. No lot or common area may be used in any way that: (1) may reasonably be considered annoying to neighbors; (2) may be calculated to reduce the desirability of the Property as a residential neighborhood; (3) may endanger the health or safety of residents of other lots; (4) may result in the cancellation of insurance on the Property; or (5) violates any law. The board has the sole authority to determine what constitutes an annoyance.

5.7. APPEARANCE. Both the lot and any dwelling thereon must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring lots. The ACC is the arbitrator of acceptable appearance standards.

5.8. DRAINAGE. No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the board.

5.9. DRIVEWAYS. The driveway portion of a lot may not be used for any purpose that interferes with its ongoing use as a route of vehicular access to the garage. Without the board's prior approval, a driveway may not be used: (1) for storage purposes, including storage of boats, trailers, and inoperable vehicles; or (2) for repair or restoration of vehicles.

5.10. FIRES. Except for contained barbecue or food cooking fires, no exterior fires on the Property are permitted.

5.11. GARAGES. Without the board's prior written approval, the original garage area of a lot may not be enclosed or used for any purpose that prohibits the parking of not less than one standard size operable vehicles therein. Garage doors are to be kept closed at all times except when a vehicle is entering or leaving.

5.12. LANDSCAPING. No person may perform landscaping, planting, or gardening on the common area without the board's prior written authorization.

5.13. LEASING OF HOMES. An owner may lease the dwelling on the owner's lot. Each lease is subject to the Documents. An owner is responsible for providing each tenant with copies of the Documents and notifying such tenant of changes thereto. Failure by the tenant or tenant's invitees to comply with the Documents, federal or state law, or local ordinances is deemed to be a default under the lease. When the Association notifies an owner of a tenant's violation, the owner will promptly obtain such tenant's compliance or exercise the owner's rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain the tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant. The owner of a leased lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against the owner's tenant. The Association is not liable to the owner for any damages, including lost rents, suffered by the owner in relation to the Association's enforcement of the Documents against the owner's tenant.

5.14. NOISE & ODOR. A resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy residents of neighboring lots.

5.15. OCCUPANCY. Other than the completed principle dwelling, no thing or structure on a lot may be occupied as a residence at any time by any person. This provision applies, without limitation, to the garage, motor homes, mobile homes, campers, and storage sheds.

Yes, there are lots of rules!

EVERY RESIDENT OF WESLEY COMMONS IS EXPECTED TO
COMPLY WITH THESE RULES AND WITH RULES ADOPTED BY
THE BOARD OF DIRECTORS.

5.16. RESIDENTIAL USE. The use of a lot is limited exclusively to residential purposes or any other use permitted by this Declaration. This residential restriction does not, however, prohibit a resident from using a dwelling for personal business or professional pursuits provided that: (1) the uses are incidental to the use of the dwelling as a residence; (2) the uses conform to applicable governmental ordinances; (3) there is no external evidence of the uses; (4) the uses do not entail visits to the lot by employees or the public; and (5) the uses do not interfere with residents' use and enjoyment of neighboring lots.

5.17. SIGNS. An owner may erect, per lot, one professionally made sign of not more than 2 square feet advertising the lot for sale or for rent. All signs shall be placed in the yard and no owner may place a sign, banner or other similar object on a house or garage or allow such an object to be visible through a window. No other signs advertising the lots for sale or lease, other advertising signs, or unsightly objects may be erected, placed, or permitted to remain on the Property or to be visible from windows in the dwelling without the board's prior written approval. The board's approval may specify the location, nature, appearance, dimensions, number, and time period of any advertising sign. The Association may effect the removal of any sign that violates this Section or which the board deems inconsistent with neighborhood standards without liability for trespass or any other liability connected with the removal.

5.18. TELEVISION. Each resident of the Property will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable, or satellite reception on the Property. Antennas, satellite or microwave dishes, and receiving or transmitting towers that are visible from a street or from another lot are prohibited within the Property; except (1) reception-only antennas or satellite dishes that are one meter or less in diameter designed to receive television broadcast signals, (2) antennas or satellite dishes that are one meter or less in diameter and designed to receive direct broadcast satellite service (DBS), or (3) antennas or satellite dishes that are one meter or less in diameter or diagonal measurement and designed to receive video programming services via multipoint distribution services (MDS) (collectively, the "Antenna") are permitted if located (a) inside the structure (such as in an attic or garage) so as not to be visible from outside the structure, (b) in a fenced yard, or (c) attached to or mounted on the rear wall or a structure below the eaves. If an owner determines that an Antenna cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, the owner may, with the ACC's prior written approval, install the Antenna in the least conspicuous location on the lot where an acceptable quality signal can be obtained. The

Association may adopt reasonable rules for the location, appearance, camouflaging, installation, maintenance, and use of the Antennas to the extent permitted by public law.

5.19. TEMPORARY STRUCTURE. Except for "accessory sheds" as described above, improvements or structures of a temporary or mobile nature, such as tents, portable sheds, motor homes and mobile homes, may not be placed on a lot if visible from a street or another lot. However, an Owner or owner's contractor may maintain a temporary structure (such as a portable toilet or construction trailer) on the lot during construction of the dwelling.

5.20. VEHICLES. All vehicles on the Property, whether owned or operated by the residents or their families and guests, are subject to these covenants, conditions and restrictions, and Rules adopted by the board. The board may adopt, amend, and repeal rules regulating the types, sizes, numbers, conditions, uses, appearances, and location of vehicles on the Property. Without prior written board approval, the following types of vehicles and vehicular equipment – mobile or otherwise – may not be kept, parked, or stored anywhere on the Property if the vehicle is visible from a street or from another lot: mobile homes, motor homes, buses, trailers, boats, aircraft, inoperable vehicles, commercial truck cabs, trucks with tonnage over one ton, vehicles with advertising signage, vehicles which are not customary personal passenger vehicles, and any vehicle which the board deems to be a nuisance, unsightly, or inappropriate. This restriction includes denying overnight parking on streets, driveways, and alleys. This restriction does not apply to vehicles and equipment temporarily located on the Property in connection with the construction or maintenance of a dwelling. Vehicles that transport inflammatory or explosive cargo are prohibited from the Property at all times. The Association may effect the removal of any vehicle in violation of this Section or the Rules without liability to the owner or operator of the vehicle.

5.21. WINDOW TREATMENTS. The windows in all houses facing a street shall have blinds, drapes or other appropriate window treatments within 30 days from the date of closing. All window treatments within the dwelling that are visible from the street or another dwelling must be maintained in good condition and must not detract from the appearance of the Property. The ACC may require an owner to change or remove a window treatment that the ACC determines to be inappropriate or unattractive. The ACC may prohibit the use of certain colors or materials for window treatments that are not consistent with standards adopted and published by the board.

5.22. PORTABLE BASKETBALL GOALS. Portable basketball goals may be used in the front driveway, but shall be stored out of sight when not in use. Fixed or attached basketball goals shall require ACC approval.

ARTICLE 6 ASSOCIATION AND MEMBERSHIP RIGHTS

6.1. BOARD. Unless the Documents expressly reserve a right, action, or decision to the owners, Declarant, or another party, the board acts in all instances on behalf of the Association. Unless the

context indicates otherwise, references in the Documents to the "Association" may be construed to mean "the Association acting through its board of directors".

6.2. **THE ASSOCIATION.** The duties and powers of the Association are those set forth in the Documents, together with the general and implied powers of a property owners association, the Texas Property Code, and a nonprofit corporation organized under the laws of the State of Texas. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its members, subject only to the limitations on the exercise of such powers as stated in the Documents. The Association comes into existence on the earlier of (1) issuance of its corporate charter or (2) the initial levy of assessments against the lots and owners. The Association will continue to exist as long as the Declarations affect the Property, regardless of whether its corporate charter lapses from time to time.

EVERY OWNER OF A LOT IN WESLEY COMMONS AUTOMATICALLY
BECOMES A MANDATORY MEMBER IN THE ASSOCIATION.

6.3. **GOVERNANCE.** Until expiration of the Declarant Control Period, the Association will be governed by a board of directors elected by the lot owners. Unless the Association's bylaws or articles of incorporation provide otherwise, the board will consist of not less than 3 persons elected at the annual meeting of the Association, or at a special meeting called for that purpose. The Association will be administered in accordance with the bylaws. Unless the Documents provide otherwise, any action requiring approval of the members may be approved in writing by owners of at least a majority of all lots, or at a meeting by owners of at least a majority of the lots that are represented at the meeting.

6.4. **MEMBERSHIP.** Each lot owner is a member of the Association, ownership of a lot being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the lot. The board may require satisfactory evidence of transfer of ownership before a purported owner is entitled to vote at meetings of the Association. If a lot is owned by more than one person or entity, each co-owner is a member of the Association and may exercise the membership rights appurtenant to the lot. A lot owner who sells a lot under a contract for deed may delegate such membership rights to the contract purchaser, provided a written assignment is delivered to the board. However, the record owner remains liable for all assessments attributable to the owner's lot until fee title to the lot is transferred by a recorded deed.

6.5. **VOTING.** One vote is appurtenant to each lot. The total number of votes equals the total number of lots in the Property. Each vote is uniform and equal to the vote appurtenant to every

other lot. Cumulative voting is not allowed. Votes may be cast by written proxy, according to the requirements of the Association's bylaws.

6.6. VOTING BY CO-OWNERS. The one vote appurtenant to a lot is not divisible. If only one of the multiple co-owners of a lot is present at a meeting of the Association, that person may cast the vote allocated to the lot. If more than one of the co-owners is present, the lot's one vote may be cast with the co-owners unanimous agreement. Co-owners are in unanimous agreement if one of the co-owners casts the vote and no other co-owner of a lot may vote by ballot or proxy, and may register protest to the casting of a vote by ballot or proxy by the other co-owners. If the person presiding over the meeting or balloting receives evidence that the co-owners disagree on how the one appurtenant vote will be cast, the vote will not be counted.

6.7. BOOKS & RECORDS. The Association shall maintain copies of the Documents and the Association's books, records, and financial statements. Books and records of the Association will be made available for inspection and copying pursuant to Article 1396-2.23-B. of the Texas Nonprofit Corporation Act.

6.8. INDEMNIFICATION. The Association shall indemnify every officer, director, and committee member (for purposes of this Section an "Association Official") against expenses, including attorney's fees reasonably incurred by or imposed on the Association Official in connection with an action, suit or proceeding to which the Association Official is a party by reason of being or having been an "Association Official". An Association Official is not liable for a mistake of judgment, negligent or otherwise. An "Association Official" is personally liable for willful misfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Association Officials may be entitled. The Association may maintain general liability and directors and officers liability insurance to fund this obligation.

6.9. OBLIGATIONS OF OWNERS. Without limiting the obligations of owners under the Documents, each owner has the following obligations:

6.9.1. Information. Within 30 days after acquiring an interest in a lot, within 30 days after the owner has notice of a change in any information required by this Subsection, and on request by the Association from time to time, an owner shall provide the Association with the following information: (1) a copy of the recorded deed by which owner has title to the lot; (2) the owner's address, phone number, and driver's license number, if any; (3) any mortgagee's name, address, and loan number; (4) the name and phone number of any resident other than the owner; (5) the name, address, and phone number of owner's managing agent, if any.

6.9.2. Pay Dues and Assessments. Each owner shall pay dues and assessments properly levied by the Association against the owner or such owner's lot, and will pay regular dues and assessments without demand by the Association.

6.9.3. Comply. Each owner will comply with the Documents as amended from time to time.

6.9.4. Reimburse. Each owner will pay for damage to the Property caused by the negligence or willful misconduct of the owner, a resident of the owner's lot, or the owner or resident's family, guests, employees, contractors, agents, or invitees.

6.9.5. Liability. Each owner is liable to the Association for violations of the Documents by the owner, a resident of the owner's lot, or the owner's or resident's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney's fees whether or not suit is filed.

6.10. TRANSFER-RELATED FEES. Fees may be charged in relation to the transfer of title to a lot, including but not limited to fees for resale certificates, estoppel certificates, copies of the Documents, compliance inspections, ownership record changes, and priority processing, provided the fees are customary in amount, kind, and number for Tarrant County, Texas. Transfer-related fees are not refundable and may not be regarded as a prepayment of or credit against dues or special assessments. Transfer-related fees do not apply to the following transfers unless a party to the transfer requests the corresponding documentation: (1) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (2) transfer to from, or by the Association; (3) voluntary transfer by an owner to one or more co-owners, or to the owner's spouse, child, or parent. Transfer-related fees may be charged by the Association or by the Association's managing agent, provided there is no duplication of fees. Transfer-related fees charged by or paid to a managing agent must have the prior written approval of the Association, are not subject to the Association's assessment lien, and are not payable by the Association. This Section does not obligate the board or the managing agent to levy transfer-related fees.

ARTICLE 7 COVENANT **FOR** DUES AND ASSESSMENTS

7.1. PURPOSE OF DUES AND ASSESSMENTS. The Association will use dues and assessments for the general purposes of preserving and enhancing the Property, and for the common benefit of owners and residents, including but not limited to maintenance of real and personal

property, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the decision of the board with respect to the use of dues and assessments is final.

7.2. PERSONAL OBLIGATION. An owner is obligated to pay dues and assessments levied by the board against the owner and such owner's lot. An owner shall make payment to the Association at its principal office or at any other place the board directs. Payments must be made in full regardless of whether an owner has a dispute with the Association, another owner, or any other person or entity regarding any matter to which this Declaration pertains. No owner may exempt such owner from such owner's lot assessment liability by waiver of the use for enjoyment of the common area or by abandonment of such owner's lot. An owner's obligation is not subject to offset by the owner, nor is it contingent on the Association's performance of the Association's duties. Payment of assessments is both a continuing affirmative covenant personal to the owner and a continuing covenant running with the lot.

IF YOU OWN A LOT IN WESLEY COMMONS YOU
MUST PAY ASSESSMENTS TO THE ASSOCIATION.

7.3. CONTROL FOR ASSESSMENT INCREASES. This Section of the Declaration may not be amended without the approval of owners of at least two-thirds of the lots. In addition to other rights granted to owners by this Declaration, owners have the following powers and controls over the Association's budget:

7.3.1. Veto Increased Dues. At least 30 days prior to the effective date of an increase in annual dues, the board will notify an owner of each lot of the amount of, the budgetary basis for, and the effective date of the increase. The increase will automatically become effective unless a majority of the lots disapprove the increase by written petition filed with the Board or at a meeting of the Association. In that event, the last-approved budget will continue in effect until a revised budget is approved.

7.3.2. Veto Special Assessment. At least 30 days prior to the effective date of a special assessment, the board will notify an owner of each lot of the amount of, the budgetary basis for, and the effective date of the special assessment. The special assessment will automatically become effective unless owners of a majority of the lots disapprove the special assessment by petition filed with the Board or at a meeting of the Association.

7.4. TYPES OF ASSESSMENTS. There are 3 types of assessments: Annual dues, Special, and Individual Assessments.

7.4.1. Annual Dues. Annual dues are based on the annual budget. Each lot is liable for its equal share of the annual budget. If the board does not approve an annual budget or fails

to determine new annual dues for any year, or delays in doing so, lot owners will continue to pay the annual dues as last determined by the Board. If during the course of a year the board determines that annual dues are insufficient to cover the estimated common expenses for the remainder of the year, the board may increase annual dues for the remainder of the fiscal year in an amount that covers the estimated deficiency. Annual dues are used for common expenses related to the reoccurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

- a. Maintenance, repair, mowing, edging, and replacement, as necessary, of the common area, including but not limited to private drives, private streets, screening fences around the Property, street lights and traffic control devices, and common area sprinkling systems (if any).
- b. Utilities billed to the Association.
- c. Services billed to the Association and serving all lots.
- d. Taxes paid on property owned by the Association and the Association's income taxes (if any).
- e. Costs of operating the Association. such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association.
- f. Premiums and deductibles on insurance policies and bonds deemed by the board to be necessary or desirable for the benefit of the Association, including fidelity bonds and directors and officers liability insurance.
- g. Contributions to the reserve funds.
- h. Any other expense which the Association is required by law or the Documents to pay, or which in the opinion of the, board is necessary or proper for the operation and maintenance of the Property or for enforcement of the Documents.

7.4.2. Special Assessments. In addition to annual dues, and subject to the owners' control for special assessments, the board may levy one or more special assessments against all lots for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds. Special assessments do not require the approval of the owners, except that special assessments for the following purposes must be approved by owners of least a majority of the lots:

- a. Acquisition of real property, other than the purchase of a lot at the sale foreclosing the Association's lien against the lot.
- b. Construction of additional improvements within the Property, but not replacement of original improvements.
- c. Any expenditure that may reasonably be expected to significantly increase the Association's responsibility and financial obligation for operations, insurance, maintenance, repairs, or replacement.

7.4.3. Individual Assessments. In addition to annual dues and special assessments, the board may levy an individual assessment against a lot and its owner. Individual assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent assessments; reimbursement for costs incurred in bringing an owner or such owner's lot into compliance with the Documents; fines for violations of the Documents; insurance deductibles; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; reimbursement for damage or waste caused by willful or negligent acts; common expenses that benefit fewer than all of the lots, which may be assessed according to benefit received; fees or charges levied against the Association on a per-lot basis; and "pass through" expenses for services to lots provided through the Association and which are equitably paid by each lot according to benefit received.

7.5. BASIS & RATE OF ASSESSMENTS. The share of liability for common expenses allocated to each lot is uniform for all lots, regardless of a lot's location or the value and size of the lot or dwelling, but subject to lower rates of assessment for vacant lots. The rates of assessment are as follows:

7.5.1. Improved Lot. A lot that has been improved with a dwelling for which the city has issued the initial certificate of occupancy will at all times thereafter be assessed at the full rate.

7.5.2. Vacant Lot. A lot that is vacant or on which a dwelling is under construction is assessed at half of the full rate. A vacant lot becomes subject to assessment at the full rate on the first day of the month following the month in which the city issues a certificate of occupancy. The board may revoke the reduced-rate status of a vacant lot if such action becomes necessary or desirable for the Association to spend money on or for the lot, or if the board determines that a completed dwelling is eligible for a certificate of occupancy.

7.5.3. Declarant Lots. Notwithstanding the two preceding subsections, a lot that is owned by Declarant during the Development Period is exempt from all assessments.

7.6. ANNUAL BUDGET. The board will prepare and approve an estimated annual budget for each fiscal year. The budget will take into account the estimated income and expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The board will make the budget or its summary available to an owner of each lot, although failure to receive a budget or summary does not affect an owner's liability for assessments. The board will provide copies of the detailed budget to owners who make written request and pay a reasonable copy charge.

7.7. DUE DATE . The board may levy annual dues on any periodic basis - annually, semiannually, quarterly, or monthly. Annual dues are due on the first day of the period for which levied. Special and individual assessments are due on the date stated in the notice of assessment or, if no date is stated, within 10 days after notice of the assessment is given. Assessments are delinquent if not received by the Association on or before the due date.

7.8. RESERVE FUNDS: The Association will establish, maintain, and accumulate reserves for operations and for replacement and repair. The Association may budget for reserves and may fund reserves out of regular assessments:

7.8.1. Operations Reserves. The Association will endeavor to maintain operations reserves at a level sufficient to cover the cost of operational or maintenance emergencies or contingencies, including the full amount of deductibles on insurance policies maintained by the Association.

7.8.2. Replacement & Repair Reserves. The Association will endeavor to maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the common area.

7.9. ASSOCIATION'S RIGHT TO BORROW MONEY. The Association is granted the right to borrow money, subject to the consent of owners of at least a majority of lots and the ability of the Association to repay the borrowed funds from assessments. To assist the Association's ability to borrow, the Association is granted the right to encumber, mortgage, pledge, or deed in trust any of its real or personal property, and the right to assign the Association's right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the owners hereunder.

7.10. ASSESSMENT LIEN. Each owner, by accepting an interest in or title to a lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay assessments to the Association. Each assessment is a charge on the lot and is secured by a continuing lien on the lot. Each owner, and each prospective owner, is placed on notice that such owner's title may be subject to the continuing lien for assessments attributable to a period prior to the date such owner purchased the lot.

7.10.1. Superiority of Assessment Lien. The assessment lien is superior to all other liens and encumbrances on a lot, except only for (1) real property taxes and assessments levied by governmental and taxing authorities, (2) a deed of trust or vendor's lien recorded before this Declaration, (3) a recorded deed of trust lien securing a loan for construction of the original dwelling, and (4) a first or senior purchase money vendor's lien or deed of trust lien recorded before the date on which the delinquent assessment became due.

7.10.2. Superiority of Mortgage Lien. The assessment lien is subordinate and inferior to a recorded deed of trust lien that secures (1) a first or senior purchase money mortgage, (2) an FHA-insured mortgage, or (3) a VA-guaranteed mortgage.

7.10.3. Effect of Foreclosure. Foreclosure of a superior lien extinguishes the Association's claim against the lot for unpaid assessments that became due before the sale, but does not extinguish the Association's claim against the former owner. The purchaser at the foreclosure sale is liable for assessments coming due from and after the date of the sale, and for the owner's pro rata share of the pre-foreclosure deficiency as an Association expense.

Yes, the HOA can foreclose!

If you fail to pay assessments to the Association, you may lose title to your home if the Association forecloses its assessment line against your property.

7.10.4 Perfection of Lien. The Association's lien for assessments is created by recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association, at its option, may cause a notice of the lien to be recorded in the country's real property records. If the debt is cured after a notice has been recorded, the Association will provide a release of the notice at the expense of the curing owner.

7.10.5. Power of Sale. By accepting an interest in or title to a lot, each owner grants to the Association a private power of nonjudicial sale in connection with the Association's assessment lien. The board may appoint, from time to time, any person., including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a board meeting.

7.10.6. Foreclosure of Lien. The assessment lien may be enforced by judicial or nonjudicial foreclosure. A non-judicial foreclosure must be conducted in accordance with the

provisions applicable to the exercise of powers of sale, as set forth in Section 51.002 of the Texas Property Code, or in any manner permitted by law. In any foreclosure, the owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorneys' fees. The Association has the power to bid on the lot at foreclosure sale and to acquire, hold, lease, mortgage, and convey such lot.

7.11. LIMITATIONS OF INTEREST. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with the Association's collection of assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid special and regular assessments, or reimbursed to the owner if those assessments are paid in full.

ARTICLE 5
EFFECT OF NONPAYMENT OF ASSESSMENTS
AND VIOLATION OF THE DOCUMENTS

8.1. COLLECTING DELINQUENT ASSESSMENTS. Owners who honor their obligations to the Association should not be burdened by owners who default. The Association, acting through its board, is responsible for taking action to collect delinquent assessments. Neither the board nor the Association, however, is liable to an owner or other person for its failure or inability to collect or attempt to collect an assessment. The following remedies are in addition to and not in substitution for all other legal rights and remedies which the Association has:

8.1.1. Delinquency. Annual dues are delinquent if the Association does not receive payment in full by the due date.

8.1.2. Notice to Mortgagee. The Association may notify and communicate with the holder of any lien against a lot regarding the owner's default in payment of assessments.

8.1.3. Interest. Delinquent dues and assessments are subject to interest from the due date until paid, at a rate to be determined by the board from time to time, not to exceed the lesser of 18 percent or the maximum permitted by law. If the board fails to establish a rate, the rate is 10 percent per annum.

8.1.4. Late Fees. Delinquent dues and assessments are subject to reasonable late fees, at a rate to be determined by the board from time to time.

8.1.5. Costs of Collection. The owner of a lot against which assessments are delinquent is liable to the Association for reimbursement of reasonable dues and costs incurred by the Association to collect the delinquent dues and assessments, including attorneys fees and processing fees.

8.1.6. Acceleration. If an owner defaults in paying dues or assessments that are payable in installments, the Association may accelerate the remaining installments on 10 days' written notice to the defaulting owner. The entire unpaid balance of the assessment becomes due on the date stated in the notice.

8.1.7. Suspension of Use and Vote. If an owner's account has been delinquent for at least 30 days, the Association may suspend the right of owners and residents to use common areas and common services during the period of delinquency. The Association may also suspend the right to vote appurtenant to the lot. Suspension does not constitute a waiver or discharge of the owner's obligation to pay assessments.

8.1.8. Money Judgment. The Association may file suit seeking a money judgment against an owner delinquent in the payment of dues or assessments, without foreclosing or waiving the Association's lien for dues or assessments.

8.1.9. Foreclosure of Dues or Assessment Lien. As provided by this Declaration, the Association may foreclose its lien against the lot by judicial or nonjudicial means.

8.1.10. Application of Payments. The board may adopt and amend policies regarding the application of payments. After the Association notifies the owner of a delinquency, and payment received by the Association may be applied in the following order; individual assessments, special assessments, and (lastly) regular dues. The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the payer attaches conditions or directions contrary to the board's policy for applying payments. The Association's policy may provide that endorsement and deposit of a payment does not constitute acceptance by the Association, and that acceptance occurs when the Association posts the payment to the account for the lot.

8.2. ENFORCING THE DOCUMENTS. The remedies provided in this Section for breach of the Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Documents and by law, the Association has the following right to enforce the Documents:

8.2.1. Nuisance. The result of every act or omission that violates any provision of the Documents is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation.

8.2.2. Fine. The Association may levy reasonable charges, as an individual assessment, against an owner and such owner's lot if the owner or resident, or the owner or resident's family, guests, employees, agents, or contractors violate a provision of the Documents. Fines may be levied for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the owner's obligations under the Documents.

8.2.3. Suspension. The Association may suspend the right of owners and residents to use common areas for any period during which the owner or resident, or the owner or resident's family, guests, employees, agents, or contractors violate the Documents. In exercising this right, the board is not trespassing and is not liable for damages related to the suspension abatement. The board may levy its costs of abatement against the lot and owner as an individual assessment. Unless an emergency situation exists in the good faith opinion of the board, the board will give the violating owner 15 days' notice of its intent to exercise self-help.

8.2.4. Self-Help. The Association has the right to enter any part of the Property, including lots, to abate or remove, using force as may reasonably be necessary, any erection, thing, animal, person, vehicle, or condition that violates the Documents. In exercising this right, the board is not trespassing and is not liable for damages related to the abatement. The board may levy its costs of abatement against the lot and owner as an individual assessment. Unless an emergency situation exists in the good faith opinion of the board, the board will give the violating owner 15 days' notice of its intent to exercise self-help.

8.2.5. Suit. Failure to comply with the Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, the Association will give the defaulting party reasonable notice and an opportunity to cure the violation.

8.2.6. No Waiver. The Association and every lot owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Documents. Failure by the Association or by any owner to enforce a provision of the Documents is not a waiver of the right to do so thereafter. If the Association does waive the right to enforce a provision, that waiver does not impair the Association's right to enforce any other part of the Documents at any future time.

8.2.7. No Liability. No officer, director, or member of the Association is liable to any owner for the failure to enforce any of the Documents at any time.

8.2.8. Recovery of Costs. The costs of curing or abating a violation are at the expense of the owner or other person responsible for the violation. If legal assistance is obtained to enforce any provision of the Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Documents or the restraint of violations

of the Documents, the prevailing party is entitled to recover from the nonprevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

8.3. NOTICE AND HEARING. Before levying a fine for violation of the Documents (other than nonpayment of assessments), or before levying an individual assessment for property damage, the Association will give the owner written notice of the levy and an opportunity to be heard before the board. The Association may also give a copy of the notice to the resident. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The owner's request for a hearing suspends only the levy of a fine or damage charge. The owner may attend the hearing in person, or may be represented by another person or written communication. The board may adopt additional procedures and requirements for notices and hearing.

ARTICLE 9 MAINTENANCE AND REPAIR OBLIGATIONS

9.1. ASSOCIATION MAINTAINS. The Association's maintenance obligations will be discharged when and how the board deems appropriate. The Association maintains, repairs, and replaces, as a common expense, the portions of the Property listed below, regardless of whether the portions are on lots or common areas.

- a. The common areas.
- b. Any real and personal property owned by the Association but which is not a common area, such as a lot owned by the Association.
- c. Any area, item, easement, or service - the maintenance of which is assigned to the Association by this Declaration or by the plat.
- d. Eney ways
- e. Any fence consucted by or on behalf of the Association and located on a Maintenance Easement

9.2. OWNER RESPONSIBILITY. Every owner has the following responsibilities and obligations for the maintenance, repair and replacement of the Property:

9.2.1. House Maintenance. Each owner, at the owner's expense, shall maintain all improvements on the lot, including but not limited to the dwelling, fences, sidewalks, and driveways. Maintenance includes preventative maintenance, repair as needed, and replacement as needed. Each owner is expected to maintain a lot's improvements at a level, to a standard, and with an appearance that is commensurate with the neighborhood. Specifically, each owner must repair and replace worn, rotten, deteriorated, and unattractive materials, and must regularly repaint all painted surfaces.

9.2.2. Yard Maintenance. Each owner, at the Owner's expense, must maintain the yards on his lot at a level, to a standard, and with an appearance that is commensurate with the neighborhood. Specifically, each owner shall:

- a. Maintain an attractive ground cover or lawn on all yards visible from a street
- b. Edge the street curbs at regular intervals.
- c. Mow the lawns and grounds at regular intervals.
- d. Prevent lawn weeds or grass from exceeding 6 inches in height.
- e. Not plant vegetable gardens that are visible from a street.
- f. Prevent plant material in front of windows from growing taller than the window bottom.

9.2.3. Avoid Damage. An owner may not do any work or fail to do any work which, in the reasonable judgment of the board, would materially jeopardize the soundness and safety of the Property, reduce the value of the Property, adversely affect the appearance of the Property, or impair any easement relating to the Property.

9.2.4. Responsible for Damage. An owner is responsible for such owner's own willful or negligent acts and those of such owner or the resident's family, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement to the common areas or the property of another owner.

9.3. OWNER'S DEFAULT IN MAINTENANCE. If the board determines that an owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the owner is responsible, the board may give the owner written notice of the Association's intent to provide the necessary maintenance at owner's expense. The notice must state, with reasonable particularity, the

maintenance deemed necessary and a reasonable period of time in which to complete the work. If the owner fails or refuses to timely perform the maintenance, the Association may do so at owner's expense, which is an individual assessment against the owner and such owner's lot. In case of an emergency, however, the board's responsibility to give the owner written notice may be waived and the board may take any action it deems necessary to protect persons or property, the cost of the action being the owner's expense, which is an individual assessment against the owner and such owner's lot. In case of an emergency, however, the board's responsibility to give the owner written notice may be waived and the board may take any action it deems necessary to protect persons or property. The cost of any such action shall be at owner's expense.

ARTICLE 10
INSURANCE

10.1 GENERAL PROVISIONS. All insurance affecting the Property is governed by the provisions of this Article. The cost of insurance coverages and bonds maintained by the Association is an expense of the Association. Insurance policies and bonds obtained and maintained by the Association must be issued by responsible insurance companies authorized to do business in the State of Texas. The Association must be the named insured on all policies obtained by the Association. Each owner irrevocably appoints the Association, acting through the board, as trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association. Additionally:

10.1.1. Notice of Cancellation or Modification. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give at least 10 days' prior written notice to the board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured.

10.1.2. Deductibles. An insurance policy obtained by the Association may contain a reasonable deductible, which will be paid by the party who would be liable for the loss or repair in the absence of insurance. If a loss is due wholly or partly to an act or omission of an owner or resident or their invitees, the owner must reimburse the Association for the amount of the deductible that is attributable to the act or omission.

10.2 PROPERTY. To the extent it is reasonably available, the Association will obtain blanket all-risk insurance for insurable common area improvements. If blanket all-risk insurance is not reasonably available, then the Association will obtain an insurance policy providing fire and extended coverage. Also, the Association will insure the improvements on any lot owned by the Association.

ARE YOU COVERED?

The Association does not insure the individual houses or their contents.

10.3 GENERAL LIABILITY. The Association will maintain a commercial general liability insurance policy over the common areas – expressly excluding the liability of each owner and resident within his lot – for bodily injury and property damage resulting from the operation, maintenance, or use of the common areas. If the policy does not contain a severability of interest provision, it should contain an endorsement to preclude the insurer's denial of an owner's claim because of negligent acts of the Association or other owners.

10.4. DIRECTORS & OFFICERS LIABILITY. To the extent it is reasonably available, the Association will maintain directors and officers liability insurance, errors and omissions insurance, indemnity bonds, or other insurance the board deems advisable to insure the Association's directors, officers, committee members, and managers against liability for an act or omission in carrying out their duties in those capacities.

10.5. OTHER COVERAGES. The Association may maintain any insurance policies and bonds deemed by the board to be necessary or desirable for the benefit of the Association, including but not limited to worker's compensation insurance, fidelity coverage, and any insurance and bond requested and required by an Underwriting Lender for planned unit developments as long as an Underwriting Lender is a Mortgagee or an owner.

10.6. OWNER'S RESPONSIBILITY FOR INSURANCE. Each owner will obtain and maintain fire and extended coverage on all the improvements on such owner's lot, in an amount sufficient to cover 100 percent of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. Further, each owner will obtain and maintain general liability insurance on such owner's lot. Each owner will provide the Association with proof or a certificate of insurance on request by the Association from time to time. If an owner fails to maintain required insurance, or to provide the Association with proof of same, the board must obtain insurance on behalf of the owner who will be obligated for the cost as an individual assessment. The board may establish additional minimum insurance requirements, including types and minimum amounts of coverage, to be individually obtained and maintained by owners if the insurance is deemed necessary or desirable by the board to reduce potential risks to the Association or other owners. Each owner

and resident is solely responsible for insuring such owner's personal property in such owner's dwelling and on the lot, including furnishings, vehicles, and stored items.

ARTICLE 11
MORTGAGEE PROTECTION

11.1. **INTRODUCTION.** This Article establishes certain standards for the benefit of Mortgagees, and is written to comply with existing Fannie Mae's Selling Guide standards. If a Mortgagee requests from the Association compliance with the guidelines of an Underwriting Lender, the board, without approval of owners or mortgages, may amend this Article and other provisions of the Documents, as necessary, to meet the requirements of the Underwriting Lender. This Article is supplemental to, not a substitution for, any other provision of the Documents. In case of conflict, this Article controls. Some sections of this Article apply to "Mortgagees," as defined in Article I. Other sections apply to "Eligible Mortgagees," as defined below.

11.2. **KNOWN MORTGAGEES.** An owner who mortgages such owner's lot will notify the Association, giving the complete name and address of such owner's mortgagee and the loan number. An owner will also provide that information on request by the Association from time to time. The Association's obligations to mortgagees under the Documents extend only to those mortgagees actually disclosed by a lot owner to the Association. All actions and approvals required by mortgagees will be conclusively satisfied by the mortgagees known to the Association, without regard to other holders of liens on lots. The Association may rely on the information provided by owners and mortgagees.

11.3. **ELIGIBLE MORTGAGEES.** "Eligible Mortgagee" means a Mortgagee that submits to the Association a written notice containing its name and address, the loan number, the identifying number and street address of the mortgaged lot and the types of actions for which the Eligible Mortgagee requests timely notice. A single notice per lot will be valid so long as the Eligible Mortgagee holds a mortgage on the lot. The board will maintain such information. A representative of an Eligible Mortgagee may attend and address any meeting which an owner may attend.

11.4. **MORTGAGEE RIGHTS.**

11.4.1. Termination. An action to terminate the legal status of the Property after substantial destruction or condemnation must be approved by at least 51 percent of Eligible

Mortgagees, in addition to the required consents of owners. An action to terminate the legal status for reasons other than substantial destruction or condemnation must be approved by at least two-thirds of Eligible Mortgagees. The approval of an Eligible Mortgagee is implied when the Eligible Mortgagee fails to respond within 30 days after receiving the Association's written request for approval of a proposed amendment, provided the Association's request was delivered by certified or registered mail, return receipt requested.

11.4.2. Inspection of Books. Mortgagees may inspect the Association's books and records, including the Documents, by appointment, during normal business hours.

11.4.3. Financial Statements. If a Mortgagee so requests, the Association will give the Mortgagee a financial statement for the preceding fiscal year within 120 days after the Association's fiscal year-end. A Mortgagee may have an audited statement prepared at its own expense.

11.5. INSURANCE POLICIES. If an Underwriting Lender is a Mortgagee or an owner, at the request of the Underwriting Lender the Association will comply with the Underwriting Lender's insurance requirements to the extent the requirements are reasonable and available, and do not conflict with other insurance requirements of this Declaration.

ARTICLE 12 AMENDMENTS

12.1. CONSENTS REQUIRED. As permitted by this Declaration, certain amendments of this Declaration may be executed by Declarant alone, or by the board alone. Otherwise, amendments to this Declaration must be approved by owners of at least a majority of the lots.

12.2. METHOD OF AMENDMENT. For an amendment that requires the approval of owners, this Declaration may be amended by any method selected by the board from time to time, pursuant to the bylaws, provided the method gives an owner of each lot the substance if not exact wording of the proposed amendment, a description of the effect of the proposed amendment, and an opportunity to vote for or against the proposed amendment.

12.3. EFFECTIVE. To be effective, an amendment must be in the form of a written instrument (1) referencing the name of the Property, the name of the Association, and the recording data of this Declaration and any amendments hereto; (2) signed and acknowledged by an officer of the Association, certifying the requisite approval of owners and, if required, Eligible Mortgagees; and (3) recorded in the real property records of Tarrant County.

12.4. DECLARANT PROVISIONS. No amendment may affect Declarant's rights under this Declaration without Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument. This Section may not be amended without Declarant's written and acknowledged consent.

12.5. MERGER. Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. The amendment must be approved by owners of at least a majority of the lots. Upon a merger or consolidation of the Association with another association, the property, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Documents within the Property, together with the covenants and restrictions established upon any other property under its jurisdiction. No merger or consolidation, however, will effect a revocation, change, or addition to the covenants established by this Declaration within the Property.

12.6. TERMINATION. Termination of the terms of this Declaration and the status of the Property as a planned unit development are according to the following provisions. In the event of substantially total damage, destruction, or public condemnation of the Property, an amendment to terminate must be approved by owners of at least two-thirds of the lots. In the event of public condemnation of the entire Property, an amendment to terminate may be executed by the board without a vote of owners. In all other circumstances, an amendment to terminate must be approved by owners of at least 80 percent of the lots.

12.7. CONDEMNATION. In any proceeding, negotiation, settlement, or agreement concerning condemnation of the common area, the Association will be the exclusive representative of the owners. The Association may use condemnation proceeds to repair and replace any damage or destruction of the common area, real or personal, caused by the condemnation. Any condemnation proceeds remaining after completion, or waiver, of the repair and replacement will be deposited in the Association's reserve funds.

ARTICLE 13

DISPUTE RESOLUTION

13.1. INTRODUCTION & DEFINITIONS. The Association, the owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "Parties") agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all Claims

as hereinafter defined. As used in this Article only, the following words, when capitalized, have the following specified meanings:

13.1.1 "**Claim**" means any claim, grievance, or dispute between Parties involving the Properties, except Exempt Claims as defined below, and including without limitation:

- a. Claims arising out of or relating to the interpretation, application, or enforcement of the Documents.
- b. Claims relating to the rights and/or duties of Declarant as Declarant under the Documents.
- c. Claims relating to the design, construction, or maintenance of the Property.

13.1.2. "**Claimant**" means any Party having a Claim against any other Party.

13.1.3. "**Declarant**" means, individually and collectively, the Declarant as defined in Article 1; Declarant's architect, engineer, other design professionals, general contractor, and broker; and their respective officers, directors, principals, employees, and agents.

13.1.4. "**Exempt Claims**" means the following claims or actions, which are exempt from this Article:

- a. The Association's claim for assessments, and any action by the Association to collect assessments.
- b. Any action by a Party to obtain a temporary restraining order or equivalent emergency equitable relief and such other ancillary relief as the court deems necessary to maintain the status quo and preserve the Party's ability to enforce the provisions of this Declaration.
- c. Enforcement of the easements, architectural control, maintenance, and use restrictions of this Declaration.
- d. A suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article.

13.1.5. "**Respondent**" means the Party against whom the Claimant has a Claim.

13.2. MANDATORY PROCEDURES. Claimant may not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article.

13.3. NOTICE. Claimant must notify Respondent in writing of the Claim (the "Notice"), stating plainly and concisely: (1) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (2) the basis of the Claim (i.e., the provision of the Documents or other authority out of which the Claim arises); (3) what Claimant wants Respondent to do or not do to resolve the Claim; and (4) that the Notice is given pursuant to this Section.

13.4. NEGOTIATION. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within 60 days after Respondent's receipt of the Notice, Respondent and Claimant shall meet at a mutually-acceptable place and time to discuss the Claim. At such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the property that is subject to the Claim for the purposes of inspecting the property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the property to take and complete corrective action.

13.5. MEDIATION. If the parties negotiate but do not resolve the Claim through negotiation within 120 days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have 30 additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least 5 years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Claimant is deemed to have waived the Claim, and Respondent is released and discharged from any and all liability to Claimant on account of the Claim.

13.6. TERMINATION OF MEDIATION. If the Parties do not settle the Claim within 30 days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate administrative proceedings on the Claim, as appropriate.

13.7. ALLOCATION OF COSTS. Except as otherwise provided in this Section, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation,

and Mediation sections above, including its attorneys fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator.

13.8. ENFORCEMENT OF RESOLUTION. Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of the agreement, then the other Party may file suit or initiate administrative proceedings to enforce the agreement without the need to again comply with the procedures set forth in this Article. In that event, the Party taking action to enforce the agreement is entitled to recover from the non-complying Party all costs incurred in enforcing the agreement, including, without limitation, attorneys fees and court costs.

13.9. GENERAL PROVISIONS. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim. A Party having an Exempt Claim may submit it to the procedures of this Article.

ARTICLE 14 **PARTY WALLS**

14.1 GENERAL RULES OF LAW TO APPLY. Each wall or fence which is built as a part of the original construction of the Living Units upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of the Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

14.2 RIGHTS OF OWNERS. The Owners of contiguous Lots who have a party wall shall both equally have the right to use such wall or fence, provided that such use by one owner does not interfere with the use and enjoyment of same by the other Owner.

14.3 DAMAGE OR DESTRUCTION. In the event that any party wall is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

- (1) through the act of an Owner or any of such owner's agents or guests or members of such owner's family whether or not such act is negligent or otherwise culpable, it shall be the obligation of such Owner to rebuild and repair the party wall without cost to the other adjoining Lot Owner or Owners.

(2) other than by the act of an adjoining Owner, such owner's agents, guests or family, it shall be the obligation of all Owners whose Lots adjoin such wall to rebuild and repair such wall at their joint and equal expense.

Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any party wall without the prior written consent of all Owners of any interest therein, whether by way of easement or in fee.

14.4 RIGHT TO CONTRIBUTION RUNS WITH LAND The right of any Owner to contribution from any other Owner under this Article shall be binding on the other Owner and such owner's assignees, shall be appurtenant to the land, and shall pass to such Owner's successors in title. In addition, this right of contribution, when accrued, shall create a lien on the Lot of the adjoining Owner in favor of the Owner or other person who has incurred the expense for repair or building of the party wall.

14.5 WALL VISUAL PRIVACY . Each owner shall have the right to visual privacy in a screened area on each Lot without visual intrusion from or through the party wall on the contiguous lot. No change, alteration or other work shall be made by any Lot Owner to a party wall or party fence without the prior written consent of the ACC.

ARTICLE 15 GENERAL PROVISIONS

15.1. COMPLIANCE. The owners hereby covenant and agree that the administration of the Association will be in accordance with the provisions of the Documents and applicable laws, regulations, and ordinances, as same may be amended from time to time, of any governmental or quasi-governmental entity having jurisdiction over the Association or Property.

15.2. HIGHER AUTHORITY. The Documents are subordinate to federal and state law, and local ordinances. Generally, the terms of the Documents are enforceable to the extent they do not violate or conflict with local, state, or federal law or ordinance.

15.3. NOTICE. All demands or other notices required to be sent to an owner or resident by the terms of this Declaration may be sent by ordinary or certified mail, postage prepaid, to the party's last known address as it appears on the records of the Association at the time of mailing. If an owner fails to give the Association an address for mailing notices, all notices may be sent to the owner's

lot address, and the owner is deemed to have been given notice whether or not the owner actually receives such notice.

15.4. LIBERAL CONSTRUCTION. The terms and provision of each Document are to be liberally construed to give effect to the purposes and intent of the Document. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved in favor of the operation of the Association and its enforcement of the Documents, regardless which party seeks enforcement.

15.5. SEVERABILITY. Invalidation of any provisions of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

15.6. CAPTIONS. In all Documents, the captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. Boxed notices are inserted to alert the reader to certain provisions and are not to be construed as defining or modifying text.

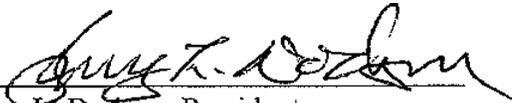
15.7. DURATION: The Covenants, Conditions and Restrictions herein shall run with and bind the Property for a term of 20 years from the date of recording, after which time they shall be automatically extended for successive periods of 10 years, unless at the expiration of the initial 20 year term or of any 10 year extension period these Covenants, Conditions and Restrictions are expressly terminated by an instrument signed by not less than seventy-five percent (75%) of the then lot owners. Such termination shall be recorded in the property records of Tarrant County, Texas.

15.8. The Appendixes attached to the Declaration are incorporated herein by reference and include.

- A. Description of the Property.
- B. Construction Specifications.
- C. Declarant's Representations and Reservations.

SIGNED on this 1 day of _____, 2004.

DODSON DEVELOPMENT, LTD., a Texas limited partnership
By: Mini Warehouse Company

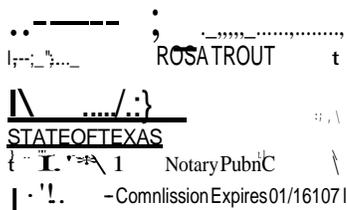
By: 
Jerry L. Dodson, President

STATE OF TEXAS §

COUNTY OF TARRANT §

Before me, KOS 19 7r0te r, a notary public, personally appeared Jerry Dodson, President of Dodson Development, Ltd., known to me or proved to me on the oath of _____, or through "TD) 04"l qz5((description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21 day of _____, 2004.


ROSA TROUT
Notary Public
-Comlission Expires 01/16/07


Notary Public, STATE OF TEXAS

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APPENDIX B

CONSTRUCTION

SPECIFICATIONS

All improvements on a lot must (1) comply with any applicable city ordinances and codes, (2) have a building permit issued by the city, if the type of improvement requires a permit, and (3) have the ACC's prior written approval. These 3 requirements are independent - one does not ensure or eliminate the need for another. The lot owner and/or owner's contractor must comply with all three requirements. Without the ACC's prior written approval for a variance, improvements constructed on every lot must have the following characteristics:

- B.1. LOTS. The size of each lot must comply with the requirements of applicable ordinances.
- B.2. HOUSES. The principal improvement on a lot must be one single family attached townhomes. The dwelling size, setbacks, and exterior materials must comply with all applicable city ordinances and with any additional standards established by the ACC. The floor area of the main dwelling constructed on any lot, exclusive of open porches and one or more garages, shall comply with city ordinances.
- B.3. NEW CONSTRUCTION. A single family dwelling must be constructed on the Lot. A dwelling or addition constructed elsewhere may not be moved onto a lot. The construction of a dwelling must be started promptly after the ACC approves the dwelling's plans and specifications. At the start of construction - but not before - building material to be used in the construction may be stored on the lot. Once started, the dwelling and all improvements on the lot must be completed with due diligence.
- B.4. EXTERIOR, WALL MATERIALS. Exterior wall materials must be approved by the ACC. The dwelling's total exterior area, minus windows and doors, shall be masonry or masonry veneer, such as brick or stone, or such materials that comply with city ordinances.
- B.5. ROOFS. Roofs must be covered with material having a manufacturer's warranty of at least 15 years, such as GAF Centennial or its equivalent. The use of fiberglass shingles is permitted. The color of roofing material must be weatherwood or an equivalent earth tone color. The ACC may permit or require other weights, materials, and colors.
- B.6. GARAGE & DRIVEWAY. Each dwelling must have an attached garage for at least one standard-size car. The driveway must be surfaced with concrete.
- B.7. LANDSCAPING. Landscaping must be installed on the front and side yards of the lot within 30 days after an occupancy permit is issued for the dwelling. At a minimum, landscaping consists of a fully sodded front yard and a fully sodded or seeded side yard on the street side of each corner lot.

- B.8. ACCESSORIES. Installation of all exterior items and surfaces, including address numbers, decorative hardware, external ornamentation, lights fixtures, and exterior paint and stain, are subject to the ACC's prior approval, including approval of design, color, materials, and location.
- B.9. MAIL BOXES. If curbside boxes are permitted by postal authorities, masonry mail boxes shall be required. Location of the mail boxes shall be determined jointly by the Declarant, the builders and the United States Postal Service.
- B.10. FENCE & WALLS. This Section is subject to the ACC's right to adopt additional or different specifications for construction or reconstruction of fences. Generally, fences may not exceed 6 feet in height. Fences must be made of masonry, weather resistant wood, or other ACC-approved material. Retaining walls must be constructed entirely with ACC-approved materials. Railroad ties may not be used for a retaining wall visible from a street. Fences may not be constructed between a dwelling's front building line and the street. The use of chain link fencing is prohibited.
- B.11. FENCE STAIN. Wood fences must have a natural wood color and be weather resistant. Wood fences may be stained with an ACC-approved natural wood color, provided the stain does not cure in a solid opaque color. The ACC may require a uniform color or brand of stain. Clear sealants may be applied without prior ACC approval. Wood fences may not be painted.
- B.12. SCREENING. The following items must be screened from the view of the public and neighboring lots and dwellings, if any of these items exists on the lot: (1) satellite reception equipment; (2) clotheslines, drying racks, and hanging clothes, linens, rugs, or textiles of any kind; (3) yard maintenance equipment; (4) wood piles and compost piles; (5) accessory structures that do not have approval of ACC; (6) garbage cans and refuse containers; (7) anything determined by the board to be unsightly or inappropriate for a residential subdivision. Any such item within a fenced yard may not exceed the height of the fence. Plant material, such as trees and bushes, may be used for screening for utilities and air conditioning equipment.
- 8.13. UTILITIES. All utility lines and equipment shall be located underground, except for: (1) elevated or surface lines or equipment required by a public utility or the city; (2) elevated or surface lines or equipment installed by Declarant as part of the development plan; and (3) surface equipment necessary to maintain, operate, or read underground facilities, such as meters, risers, service pedestals, and transformers. The ACC may require that utility meters, risers, pedestals, and transformers be visually screened from the street and neighboring lots. Each lot shall use city water and sewage systems. Individual water supply and sewage disposal systems are not permitted.

- 8.14. AIR CONDITIONERS. Air conditioning equipment shall not be installed in the front yard of a dwelling. Window units are prohibited. The ACC may require that air-conditioning equipment and apparatus be visually screened from the street and neighboring lots.
- B.15. NO SUBDIVISION. No lot shall be subdivided or replatted without the prior written consent of the ACC.
- H.16. DEBRIS. No lot or other part of the Property may be used as a dumping ground. Waste materials incident to construction or repair of improvements on a lot may be stored temporarily on the lot during construction while work progresses and must be removed when construction or repair is complete.
- B.17. BUILDERS TEMPORARY STRUCTURES. The Declarant shall approve the location of any temporary building used by builders in connection with construction conducted on the Property, including trailers used for office purposes.

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APPENDIX C
DECLARANT REPRESENTATIONS & RESERVATIONS

C.1. GENERAL PROVISIONS

C.1.1. Introduction. Declarant intends the Declaration to be perpetual but understands that provisions pertaining to the initial development, construction, marketing, and control of the Property will cease upon termination of the Declarant's Control Period as herein provided.

C.1.2. General Reservation & Construction. Notwithstanding other provisions of the Documents to the contrary, nothing contained therein may be construed to, nor may any mortgagee, other owner, or the Association, prevent or interfere with the rights contained in this Appendix which Declarant hereby reserves exclusively unto itself and its successors and assigns. In the event of conflict between this Appendix and any other Document, this Appendix controls. This Appendix may not be amended without the prior written consent of Declarant. The terms and provisions of this Appendix must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property and each lot owner's investment in the Property.

C.1.3. Purpose of Development and Declarant Control Periods. This Appendix gives Declarant certain rights during the Development Period and the Declarant Control Period to ensure a complete and orderly buildout and sellout of the Property, which is ultimately for the benefit and protection of owners and mortgagees. Declarant may not use its control of the Association and the Property for an advantage over the owners by way of retention of any residual rights or interests in the Association or through the creation of any contractual agreements which the Association may not terminate without cause with 90 days' notice.

C.1.4. Definitions. As used in this Appendix and elsewhere in the Documents, the following words and phrases, when capitalized, have the following specified meanings:

- a. "Builder" means a person or entity which purchases, or contracts to purchase, a lot from Declarant or from a Builder for the purpose of constructing a dwelling for resale or under contract to an owner other than Declarant.
- b. "Declarant Control Period" means that period of time during which Declarant controls the operation of the Association. The duration of the Declarant Control Period will be from the date this Declaration is recorded for a maximum period not to exceed the earliest of:

- (1) Four months after title to 100% of the lots that may be created in the Property that have been conveyed to owners or Builders; or
- (2) When, in Declarant's sole opinion, the Association is viable, self supporting, and operational, and Declarant terminates the Declarant's Control Period in writing and records a copy thereof in the property records of Tarrant County, Texas.

C.1.5. Builders. Declarant intends to sell lots to Builders to improve the lots with dwellings to be sold and occupied.

C.2 DECLARANT CONTROL PERIOD RESERVATIONS. Declarant reserves the following powers, rights, and duties during the Declarant Control Period:

C.2.1. Officers & Directors. During the Declarant Control Period, Declarant may appoint, remove, and replace any officer or director of the Association, none of whom need be members or owners.

C.2.2. Budget Funding. During the Declarant Control Period only, Declarant is responsible for the difference between the Association's operating expenses and the annual dues received from lot owners, and may loan any additional funds necessary to pay actual cash outlays of the Association. The Association shall reimburse Declarant for such loans upon receipt of sufficient funds. On termination of the Declarant Control Period, Declarant will cease responsibility for the difference between the Association's operating expenses and the dues assessments received from owners other than Declarant.

C.2.3. Declarant Assessments. During the Declarant Control Period, lots owned by Declarant are not subject to assessment.

C.2.4. Builder Assessments. During the Declarant Control Period only, Declarant has the authority but not the duty to reduce or waive the dues or assessment obligation of a Builder, provided the agreement is in writing.

C.2.5. Commencement of Assessments. Declarant reserves the right and option to require the owner of each townhome at closing of the purchase to deposit with Declarant, as prepaid operating expense, homeowner's dues in the sum of \$100.00 per year for a period not to exceed 3 years. Declarant shall segregate and maintain a Wesley Commons Homeowner's Account all of such prepaid homeowner's dues and shall dispense funds therefrom for the responsibilities of the homeowner's association created by the documents. Any funds remaining in the homeowner's association account shall be transferred to the homeowner's association upon expiration of the

Declarant Control Period. During the Declarant Control Period, Declarant shall determine the amount of the annual dues or assessments against the lots.

- C.2.6. Budget Control. During the Declarant Control Period, the right of owners to veto assessment increases or special assessments is not effective and may not be exercised.
- C.2.7. Organizational Meeting. Within 60 days after the end of the Declarant Control Period, or sooner at the Declarant's option, Declarant will call an organizational meeting of the members of the Association for the purpose of electing, by vote of the owners, directors to the board. Written notice of the organizational meeting must be given to an owner of each lot at least 10 days before the meeting. For the organizational meeting, owners of 10 percent of the lots constitute a quorum.
- C.2.8. Common Areas. At or prior to termination of the Declarant Control Period, Declarant will convey title to the common areas of the remaining Lots to the Association by special warranty deed. Declarant's conveyance of title is a ministerial task that does not require and is not subject to acceptance by the Association or the owners.
- C.2.9. Declarant may pay to itself during the Declarant Control Period a management fee equal to management fees charged by property managers for similar services in Tarrant County, Texas.
- C.3. DECLARANT PERIOD RESERVATIONS. Declarant reserves the following easements and rights, exercisable at Declarant's sole discretion, at any time during the Development Period:
- C.3.1. Changes in Development Plan. Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Subject to approval by the city, Declarant may (1) change the sizes, dimensions, and configurations of Lots and streets; (2) change the minimum dwelling size; (3) change the building setback requirements; and (4) eliminate or modify any other feature of the Property.
- C.3.2. Builder Limitations. Declarant may require its approval (which may not be unreasonably withheld) of all documents and materials used by a Builder in connection with the development and sale of lots, including without limitation promotional materials, deed restrictions; forms for deeds, lot sales, and lot closings. Without Declarant's prior written approval, a Builder may not use a sales office or model in the Property to market houses, lots, or other products located outside the Property.

C.3.5. Weighted Votes. During the Development Period, the vote appurtenant to each lot owned by Declarant is weighted 10 times that of the vote appurtenant to a lot owned by another owner. In other words, during the Development Period, Declarant may cast the equivalent of 10 votes for each lot owned by Declarant on any issue before the Association. On termination of the Development Period and thereafter, the vote appurtenant to Declarant's lots is weighted uniformly with all other votes.

C.3.4 ACC.

- a. During the Development Period, Declarant has the absolute right to appoint the Architectural Control Committee, consisting of any number of persons who serve at the pleasure of Declarant, and who may be removed and replaced by Declarant.
- b. Notwithstanding the foregoing, during the Development Period - after termination of Declarant Control. or earlier if Declarant permits - the board may appoint or serve as a "modifications committee" to respond exclusively to modifications of completed homes that are owned by persons other than Declarant or Builders. A modifications committee may not involve itself with the approval of new homes on vacant lots.

C.3.5. Amendment. During the Development Period, Declarant may amend this Declaration and the other Documents, without consent of other owners or any mortgagee, for the following limited purposes:

- a. To add real property to the Property.
- b. To withdraw real property from the Property.
- c. To create lots, easements, and common areas within the Property.
- d. To subdivide, combine or reconfigure lots.
- e. To convert lots into common areas.
- f. To modify the construction specifications of Appendix B of this Declaration.
- g. To comply with requirements of an underwriting lender.
- h. To resolve conflict, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents.
- i. To enable any reputable title insurance company to issue title insurance coverage on the lots.
- J. To enable an institutional or governmental lender to make or purchase mortgage loans on the lots.
- k. To change the name or entity of Declarant
- l. For any other purpose, provided the amendment has no material adverse effect on any right of any owner.

C.3.6. Amendment with FHANA Approval. During the Development Period, the following actions require the prior written approval of the U.S. Department of Housing and Urban Development ("HUD/FHA") or the U.S. Department of Veterans Affairs ("VA") so long as HUD/FHA insures or VA guarantees a mortgage on a lot: (1) mortgaging a common area; (2) dedication of common area to a public entity; (3) amendment of this Declaration; or (4) dissolution or amendment of the articles of incorporation. The approval of HUD/FHA or VA, as the case may be, is implied when it fails to respond within 30 days after receiving written request for approval of a proposed action, provided the request was delivered by certified or registered mail, return receipt requested.

C.3.7. Completion. During the Development Period, Declarant has (1) the right to complete or make improvements indicated on the plat; (2) the right to sell or lease any lot owned by Declarant; and (3) an easement and right to erect, construct, and maintain on and in the common area and lots owned or leased by Declarant whatever as Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, leasing, and marketing of the Property, including without limitation offices, models, sign, parking areas, temporary buildings, storage areas, and trailers.

C.3.8 Easement to Inspect & Right to Correct. During the Development Period, Declarant reserves for itself the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, improvement, or condition that may exist on any portion of the Property, including the lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise this right. By way of illustration but not limitation, relocation of a screening wall located on a lot may be warranted by a change of circumstance, imprecise siting of the original wall, or desire to comply more fully with public codes and ordinances. This Section may not be construed to create a duty for Declarant or the Association.

C.3.9 Promotion. During the Development Period, Declarant reserves for itself an easement and right to place and relocate signs, baimers, flags, display lighting, and seasonal landscaping on the Property, and to maintain models and sales offices for purposes of promoting, identifying, and marketing the Property and/or Declarant's houses, lots, developments, or other products located outside the Property. During the Development Period, Declarant also reserves (I) the right to pennit Builders to place signs and promotional materials on the Property and (2) the right to exempt Builders from the sign restriction in this Declaration.

C.3.10 Access. During the Development Period, Declarant has an easement and right of ingress and egress in and through the Property for purposes of constructing,

maintaining, managing, and marketing the Property and the Additional Land, and for discharging Declarant's obligations under this Declaration. Declarant also has the right to provide a reasonable means of access for the homebuying public through any existing or future gate that restricts vehicular access to the Property or to the Additional Land in connection with the active marketing of lots and homes by Declarant or Builders.

C.3.11 Utility Easements. During the Development Period, Declarant may grant permits, licenses, and easements over, in, on, under, and through the Property for utilities, roads, and other purposes necessary for the proper development and operation of the Property. Declarant reserves the right to make changes in and additions to the easements on any lot, as shown on the plat, to more efficiently or economically install utilities or other improvements. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, television, and security.

C.3.12 Assessments. For the duration of the Development Period, lots owned by Declarant are not subject to assessments until the earlier of: (1) 120 days after the city issues a certificate of occupancy for a completed dwelling on the lot, or (2) the date title to a lot transfers to an owner other than Declarant.

C.3.13 Transfer Fees. During the Development Period, Declarant may not be required to pay transfer-related and resale certificate fees.

C.4. SUCCESSOR DECLARANT. Declarant may designate one or more Successor Declarants for specified designated purposes and/or for specified portions of the Property, or for all of the Property. To be effective, the designation must be in writing, signed and acknowledged by Declarant and Successor Declarant, and recorded in the real property records of Tarrant County, Texas. Declarant (or Successor Declarant) may subject the designation of Successor Declarant to limitations and reservations. Unless the designation of Successor Declarant provides otherwise, a Successor Declarant has the rights of Declarant under this Section and may designate further successor Declarants.

10:15 OCT 2 6 2004



DODSON DEV LTD
2229 W DIVISION

ARLINGTON TX 76012

Submitter: DODSON DEV

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

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

Filed For Registration: 09/21/2004 01:17 PM
Instrument #: 0204295930
OPR 48 PGS \$106.00

By: _____

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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.