

DECLARATION OF RESTRICTIONS, COVENANTS, AND
CONDITIONS OF FOREST GLENN, PHASE I & II

(Amended as of January 01, 2012)

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

THIS DECLARATION made this 1st day of February, 1995, and amended effective January 01, 2012 by the NORTH TARRANT PARKWAY, LTD. (hereinafter called "Developer").

DESCRIPTION OF PROPERTY

The land to which these restrictions apply is described on the attached Exhibit "A". On subsequent Phases, Developer may adopt these restrictions or place entirely new and different restrictions against them, even though the Homeowner's Association herein is utilized.

RESTRICTIVE COVENANTS

Each of the above lots shall be impressed with the following restrictions, covenants, and conditions for the purpose of carrying out a general plan of development and maintenance of the premises:

(1) All dwellings shall be constructed to front on the street on which the lot fronts, unless any lot in question fronts on two streets, in which case the dwelling on such lot shall front, as the Architectural Control Committee may approve, on either of the two streets or partially on both.

(2) All dwellings and accessory structures shall be erected and maintained behind the property line for a distance of twenty-five (25) feet, or as otherwise approved by the Architectural Control Committee, but in no instance less than twenty-five (25) feet.

(3) No dwelling or accessory structure shall be erected or maintained nearer than ten (10) feet from one side line, and six (6) feet from the other side line of any lot, unless a variance is granted by the City of North Richland Hills and the Architectural Control Committee.

(4) The floor area (that enclosed for heating and/or air conditioning) of any living unit shall not be less than the following:

- (a) Lots 1 through 10, Block 1; Lots 1 through 33, Block 2; Lots 1 through 16, Block 3; Lots 1 through 7, Block 4; Lots 1 through 10, Block 5; and Lots 10 & 11, Block 7.
- (b) One story - 2,000 square feet.
- (c) Two story - 2,400 square feet with at least fifty-five percent (55%) of floor

area

(5) All dwellings shall be constructed of stone, masonry, brick, or of a glass building material of the kind usually used for outside wall construction, to the extent of a least eighty-five percent (85%) of the area of the outside walls on the first floor. The second floor of such dwellings may be masonry or such other material as may be approved by the Architectural Control Committee.

(6) No dwelling, accessory structure or fence shall be erected or maintained on any lot until the building plans and specifications for same, and a plot plan showing the proposed location of same, have been approved by the Architectural Control Committee. This section shall be applicable to initial construction and to alterations, changes and additions at any time subsequently made. Roofs shall be 250# Proline Shadow Series or equal, and have the appearance of natural weatherwood shakes, or as approved by the Architectural Control Committee. All roofs shall be not less than 8/12 pitch.

(7) No fence, wall or hedge shall be placed on any lot nearer to the front street than is permitted for the house on said lot; no fence, wall or hedge shall be placed on any portion of the sites with a greater height than eight (8) feet, and no wire or woven fence is permitted on any part of any lot, except as otherwise approved by the Architectural Control Committee. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property.

(8) All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residence may not exceed two (2) storied in height, and a private garage as provided below.

(9) Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage, or no more than two unrelated persons living together as a single housekeeping unit, together with any household servants.

(10) None of the lots shall be subdivided into smaller lots.

(11) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not bred or maintained for any commercial purpose.

(12) No obnoxious or offensive act or activity shall be allowed upon any lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

(13) Environmental

(a) Composing device may not be placed against any fence that runs between existing homes, side or back. The device may not be placed in a front yard or be visible from any right-of-way or adjacent property. If the device draws any pests or insects or has an objectionable odor, it must be remedied or removed immediately. Advance plans must be submitted to the Architectural Control Committee for approval.

(b) Rain barrel or such device shall not exceed 4 (four) feet in height from ground level or 60 gallons. The device must be of material and color that agrees and blends with the house. The device may not be placed in a front yard or be visible from any right-of-way or adjacent property. It must have a top that prohibits insects, (eg. mosquitos) propagating. The device must be screened from public view. Advance plans must be submitted to the Architectural Control Committee for approval.

(c) Efficient irrigation system plans must be submitted in advance to the Architectural Control Committee for approval.

(14) No radio, television or other aerial shall extend above the highest point of the roof of any building, and no such aerial shall be maintained on any lot not containing a dwelling, except as may be approved by the Architectural Control Committee. Satellite dishes must not exceed fence height and will be screened from street view.

(15) The garage door of any house or residence within Forest Glenn, Phase I & II covered by these restrictions must open on the side or rear for inside lots, at the rear or side of the house for corner lots or front entry with 30' (thirty feet) set back from the 25' (twenty-five feet) building line, or as otherwise approved by the Architectural Control Committee. Street view into garage must be limited. Each residence must have a minimum of two car garage.

(16) A lot or any portion of any lot that is exposed to the public view must be maintained by the property owner in a neat and orderly fashion.

(17) No lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc.

(18) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

(19) No outer building, shop, trailer or outer residence of a temporary character shall be permitted. No building material(s) of any kind or character shall be stored upon the lot until the owner is ready to commence improvement.

(20) No trailer, mobile home, camper, boat or boat trailer, or similar wheeled vehicle shall be stored (except temporarily, not to exceed 24 hours) nearer to the street than the front of the living unit situated thereon. No house trailer, mobile home, camper, boat or boat trailer, or similar wheeled vehicle shall be stored or parked on any lot except in a closed garage or within the fenced, walled or enclosed portion of such lot, and any such fenced, walled or other enclosure shall be subject to approval by the Architectural Control Committee.

(21) Specifically exempted from the provisions of this section are activities by the Developers of Forest Glenn, Phase I & II, carried out in the regular pursuit of construction, maintenance, and sales within the subdivision which such exemption shall end when all development activity, including sales by them, are completed.

(22) No vehicle of any size which transports flammable or explosive cargo may be kept in the addition at any time.

(23) Mailboxes shall be constructed of brick to match the residence.

(24) Each lot on which a dwelling unit is constructed shall have landscaping, including, but not limited to, shrubs, flowers, trees, ground cover and grass, of a sufficient quality, quantity and design to be compatible with landscaping on adjoining lots, and the neighborhood setting intended for Forest Glenn, Phase I & II. Landscaping of a lot, which must include a sprinkler system for the front yard, shall be completed within one hundred-twenty (120) days after the date of which the living unit is ninety percent (90%) complete. Lot owners shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition. No cross-tie walls shall be permitted in the front yard.

(25) Each lot owner shall mow and maintain the landscaping and vegetation of his/her lot in such a manner as to control weeds, grass and/or other unsightly growth. If after ten (10) days prior written notice and owner fails to:

- a) control weeds, grass and/or other unsightly growth;
- b) remove trash, rubble, building and construction debris; or
- c) exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition

then the Association shall have the easement authority and right to go onto said lot for the purpose of mowing and cleaning said lot, and shall have the authority and right to assess and collect from the lot owner a reasonable fee for mowing and cleaning of said lot on each respective occasion of such mowing or cleaning. The assessments, plus ten percent (10%) interest per annum thereon, and costs of collection thereof shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made. Each such assessment, together with such interest thereon, and costs of collection thereof, shall also be the continuing personal obligation of the person who was the owner of such lot at the time when the assessment occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage or any renewals or extensions thereof existing prior to the assessment date. The lien will accrue from the date a "Notice of Lien" is filed with the Real Property Records of Tarrant County, Texas.

(26) All purchasers of lots in Forest Glenn agree to keep their respective lots free and clear of debris, and to keep weeds and grass mowed. They also agreed to abide by all the restrictions of record, including those contained in the Homeowner's Association covering said subdivision. All contracts to any purchaser, whether said purchaser should be for a lot or a completed home, shall make reference to the above. Any lot sold to an individual and not a regular builder must have construction started in one (1) year after purchase of the lot. If construction has not been started in one (1) year, the NORTH TARRANT PARKWAY, LTD. reserves the right to buy back said lot at the price that it was sold to that individual.

ARCHITECTURAL CONTROL COMMITTEE

No building shall be erected, placed or altered on any building plot in this subdivision until two complete sets of building plans (which shall clearly indicate all exterior materials) and a plot plan of the location of such building shall have been delivered to the Architectural Control Committee designed as hereinafter provided, and until such building plan and plot shall have been approved in writing by the Architectural Control Committee as being in conformity and harmony with the external design and location of the existing structures of the subdivision, and in compliance with the restrictions herein contained. One set of plot plan and building plan shall be returned to the owner of the lot after approval of the Architectural Control Committee and has been appropriately endorsed thereon, and the other set are to be kept on file for future reference. The Declarant shall have the authority to appoint the Architectural Control Committee and to remove without cause any person serving on the Architectural Control Committee. The Architectural Control Committee shall consist of not less than two members nor more than three members, and the Declarant shall also have the authority to fill any vacancies in the Architectural Control Committee.

The Architectural Control Committee is authorized to delegate to one or more representatives authority to perform the duties of the Architectural Control Committee as set forth herein. In the event that the Architectural Control Committee should at any time fail or refuse to appoint a Successor Committee, the owners of a majority of the lots included within the subdivision, as determined on a per lot basis, shall have the right to elect or appoint, from time-to-time, a successor to the Architectural Control Committee. In the event the Architectural Control Committee, or its designated representatives, fails to approve or disapprove any building plans, specifications and plot plans within five (5) working days after the same are submitted to it, and if all terms contained in these restrictions have been complied with, the Architectural Control Committee shall be deemed to have approved such building plans, specifications and plot plan. The Architectural Control Committee shall in the event be liable in damages for any action or failure, or refusal to act pursuant to the provisions hereof.

The Architectural Control Committee shall receive no fees or compensation for its services. The initial Architectural Control Committee shall consist of two or more persons to be appointed by the Declarant. On subsequent Phases, Developer shall appoint the Architectural Control Committee for the Phase until it is ninety-five percent (95%) built out.

GENERAL PROVISIONS

The restrictions, covenants and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the owner of any land subject to the Declaration, there respective legal representative, heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then owners of fifty-one percent (51%) of the sixty-seven percent (67%) lots or living units has been recorded, agreeing to change said restrictions, covenants and conditions in whole or in part; provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least thirty (30) days in advance of any action taken.

Attached hereto and incorporated by reference are the Bylaws (amended as of January 1, 2012) and the Articles of Incorporation of Forest Glenn Homeowners Association, Inc., a Texas Non-Profit Corporation which will be utilized as therein provided, per Exhibits "B" and "C".

RESERVATION OF RIGHT OF MERGER AND ANNEXATION INTO THE HOMEOWNER'S ASSOCIATION

(A) For a period of five (5) years from the date of recordation, Developer reserves the right, authority and power, from time-to-time, to annex tracts (in such sizes and dimensions as within the sole discretion of Developer), providing said tract is owned by Developer and is contiguous to the land that has been annexed previously; provided 1) Developer holds title at the time of the annexation; and 2) such tract is contiguous to the then existing property comprising the next phase of the subdivision, such annexation to be fore the purpose of establishing, annexing merging additional phases of said Addition. The respective annexations and/or phases may be created simultaneously or staggered and shall conform to the basic respects to the general restrictions, limitations, and benefits contained in these restrictions.

(B) When a merger and annexation is to be made, Developer must file a "Declaration of Merger and Annexation for Forest Glenn, Phase I" of record in the Deed Records of Tarrant County, Texas, and therein Developer must adopt the restrictions herein or declare that these restrictions do not apply and simultaneously declare the restrictions that will apply to the new phase. Filing of this instrument, providing (A) above is true, will subject the new phase of said Addition to the Homeowner's Association established herein.

The Declaration of Merger and Annexation must contain a legal description of the land to be annexed which states the number of lots being annexed; and contain a re-allocation of the lot voting percentage (as expanded by annexation) among all lot owners.

Developer is under no obligation to develop other phases of this Addition, nor must it merge and annex and other phases of this Addition into these restrictions or Homeowner's Association; the same being totally arbitrary on the part of the Developer.