

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

(Amended as of November 7, 2024)

STATE OF TEXAS §

§ COUNTY OF TARRANT §

THIS DECLARATION made this 1st day of February, 1995, and amended effective November 7, 2024 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) Responsibility for maintenance and repairs of the brick screening walls located on the property of the homeowners on Pecan Ridge Drive shall be as follows. The screening walls are double-brick layered,

therefore, all repairs or maintenance of the exterior brick layer, facing North Tarrant Parkway, is the responsibility of the HOA. All repairs and maintenance of the interior brick layer that faces the backyard of the homeowner, is the responsibility of each individual homeowner.

- (9) Exterior brick of a home may not be painted or altered in any way without the approval from the HOA Architectural Review Committee. Homeowners must submit a written request detailing the proposed changes to include the specific color, type of paint and any other relevant details.
- (10) 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.
- (11) 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.
- (12) None of the lots shall be subdivided into smaller lots.
- (13) 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.
- (14) 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.
- (15) Environmental.
 - (a) The Association shall not pass, include or enforce a Bylaw or other provision that prohibits an owner from:
 - (1) implementing measures promoting solid-waste composting of vegetation, including grass clippings, leaves, or brush, or leaving grass clippings uncollected on grass;
 - (2) installing rain barrels or a rainwater harvesting system; or
 - (3) implementing efficient irrigation systems, including underground drip or other drip systems.
 - (b) A provision that violates Subsection (a) is void.
 - (c) The Association may restrict the type of turf used by a property owner in the planting of new turf to encourage or require water-conserving turf.
 - (d) This section does not:
 - (1) restrict the Association from regulating the requirements, including size, type, shielding, and materials, for the location of a composting device if the restriction does not prohibit the economic installation of the device on the owner's lot where there is reasonably sufficient area to install the device;
 - (2) prohibit the Association from regulating the installation of efficient irrigation systems, including establishing visibility limitations for aesthetic purpose;
 - (3) prohibit the Association from regulating the installation or use of gravel, rocks;
 - (4) restrict the Association from regulatory yard and landscape maintenance if the restriction or requirements do not restrict or prohibit turf or landscaping design that promotes water conservation;
 - (5) restrict the Association from regulating the size, type, and shielding of, and the materials used in the construction of, a rain barrel or rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or common area if:
 - (A) the restriction does not prohibit the economic installation of the device or appurtenance on the owner's lot; and
 - (B) there is a reasonably sufficient area on the owner's lot on which to install the device or appurtenance;

- (16) 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.
- (17) 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.
- (18) 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.
- (19) No lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc.
- (20) 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.
- (21) 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.
- (22) 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.
- (23) 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.
- (24) No vehicle of any size which transports flammable or explosive cargo may be kept in the addition at any time.
- (25) Mailboxes shall be constructed of brick to match the residence.
- (26) 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 crosstie walls shall be permitted in the front yard.
- (27) 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.

(28) Display of Political Signs.

- (a) The Association may not adopt or enforce a restrictive covenant, bylaw or policy that prohibits an owner from displaying on the owner's lot one or more signs advertising a political candidate or ballot item for an election:
 - (1) on or after the ninetieth (90th) day before the date of the election to which the sign relates; or
 - (2) before the tenth (10th) day after that election date;
- (b) This section does not prohibit the enforcement or adoptions of a covenant or bylaw that prohibits a sign that:
 - (1) contains roofing material, siding, paving materials, flora, or one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; and
 - (2) is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object;
 - (3) including the painting of architectural surfaces;
 - (4) threatens the public health or safety;
 - (5) is larger than four (4) feet by six (6) feet;
 - (6) violates a law;
 - (7) contains language, graphics, or any display that would be offensive to the ordinary person; or
 - (8) is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists;
- (c) The Association may remove a sign displayed in violation of a restrictive covenant or bylaw permitted by this Section.

(29) Regulation of Solar Devices.

- (a) In this Section:
 - (1) "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating, cooling, or in the production of power.
- (b) Except as otherwise provided below, the Association may not include or enforce a provision in a dedicatory instrument or bylaw that prohibits or restricts an owner from installing a solar energy device.
- (c) A provision that violates Subsection (b) is void.
- (d) The Association may include or enforce a provision in a dedicatory instrument or bylaw that prohibits a solar energy device that:
 - (1) as adjudicated by a court:
 - (A) threatens the public health or safety; or
 - (B) violates a law;
 - (2) is located on property owned or maintained by the Association;
 - (3) is located on property owned in common by the members of the Association;
 - (4) is located in an area on the owner's lot other than:
 - (A) on the roof of the home or of another structure allowed under a dedicatory instrument; or

- (B) in a fenced yard or patio owned and maintained by the property owner;
- (5) if mounted on the roof of the home:
 - (A) in a portion of the roof not visible from the front of the home or street that fronts the home; and extends no higher than or beyond, the roofline;
 - (B) is located in an area other than an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designated by the Association;
 - (C) does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or
 - (D) has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;
- (6) if located in a fenced yard or patio, is taller than the fence line;
- (7) as installed, voids material warranties; or
- (8) was installed without prior approval by the Association or by a committee created in for such a purpose that provides decisions within a reasonable period of time or within a specified period.
- (30) Use of Certain Roofing Materials. The Association may not prohibit or restrict an owner from installing roofing shingles that:
 - (a) are designed primarily to:
 - (1) be wind and hail resistant;
 - (2) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
 - (3) provide solar generation capabilities; and
 - (4) when installed:
 - (A) resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - (B) are more durable than and are of equal or superior quality to the shingles described in Subsection (A); and
 - (C) match the aesthetics of the property surrounding the owner's property.
- (31) Flag Display.
 - (a) The Association may not, except as provided below, adopt or enforce a dedicatory instrument provision that prohibits, restricts, or has the effect of prohibiting or restricting an owner from the display of:
 - (1) the flag of the United States of America;
 - (2) the flag of the State of Texas; or
 - (3) an official or replica flag of any branch of the United States armed forces.
 - (b) The Association may adopt or enforce reasonable provisions:
 - (1) that require:
 - (A) the flag of the United State be displayed in accordance with Title 4 U.S.C. Sections 5-10;
 - (B) the flag of the State of Texas be displayed in accordance with Chapter 3100, Texas Government Code;
 - (C) a flagpole attached to a dwelling or a freestanding flagpole be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;

- (D) the display of a flag, or the location and construction of the supporting flagpole, to comply with applicable zoning ordinances, easements, and setbacks of record; and
 - (E) a displayed flag and the flagpole on which it is flown be maintained in good condition and that any deteriorated flag or deteriorated or structurally unsafe flagpole be repaired, replaced, or removed;
- (2) that regulate the size, number, and location of flagpoles on which flags are displayed, except that the regulation may not prevent the installation or erection of at least one flagpole per property that is not more than 20 feet in height;
 - (3) that govern the size of a displayed flag;
 - (4) that regulate the size, location, and intensity of any lights used to illuminate a displayed flag;
 - (5) that impose reasonable restrictions to abate the noise caused by an external halyard of a flagpole; or
 - (6) that prohibit a property owner from locating a displayed flag or flagpole on property that is:
 - (A) owned or maintained by the Association; or
 - (B) owned in common by the members of the Association.
- (32) Display of Certain Religious Items.
- (a) Except as otherwise provided by this section, the Association may not enforce or adopt a restrictive covenant that prohibits a property owner or resident from displaying or affixing on the entry to the owner's or resident's dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief.
 - (b) This section does not prohibit the enforcement or adoption of a covenant that, to the extent allowed by the constitution of Texas and the United States, prohibits the display or affixing of a religious item on the entry to the owner's or resident's dwelling that:
 - (1) threatens the public health or safety;
 - (2) violates a law;
 - (3) contains language, graphics, or any display that is patently offensive to a passerby;
 - (4) is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
 - (5) individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches.
 - (c) Except as otherwise provided by this section, this section does not authorize an owner or resident to use a material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame that is not authorized by the restrictive covenants governing the dwelling.
 - (d) The Association may remove an item displayed in violation of a restrictive covenant permitted by this section.
- (33) 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.
- (34) RENTAL/LEASING OF LOTS. The Rental/Leasing of Lots is not desired and can only be done as expressly provided by this Declaration. Notwithstanding any provision contained in this Declaration to the contrary, the Rental/Leasing of Lots is regulated by this Article to, among other things, protect the Owners' equity in their Lots, to prevent the development from assuming the character of a renter-

occupied complex or hotel-commercial property, and to comply with eligibility requirements of underwriting lenders for mortgage financing. Therefore, Lots may be Rented/Leased subject to the following, and subject to any reasonable rules, regulations and/or requirements (including penalties for infractions related to same) not set forth in this Article as may be determined from time to time by the Board of Directors, as long as such rules, regulations or requirements are not in conflict with the terms set forth in this Article:

- (a) Definition of Rental/Leased/Leasing. "Rental/Leased"/"Leasing" is defined as the occupancy of a Lot for any period of time by any person, other than the Owner, for which the Owner, or any designee of the Owner, receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. For purposes of this Section, if a Lot is owned by a trust and the beneficiary of the trust is living in the Lot, that Lot shall be considered "Owner-occupied" rather than Rented/Leased.
- (b) Definition of "Tenant." A Tenant is any person having the right to reside/live/stay in, occupy or use, a Lot, whether the Owner is present or not, and whether paying rent or not, and whether identified on the lease or not, other than: (1) the record Owner of the Lot as shown in the Tarrant County, Texas, real property records, and (2) the record Owner's spouse, partner, mother, father, daughter, son, sister or brother (whether whole or half-blood), grandmother, grandfather, grandson or granddaughter. The determination of who constitutes a Tenant is subject to the sole discretion of the Board of Directors.
- (c) Rental/Leasing Conditions and Restrictions. The Rental/Leasing of Lots is subject to the following additional conditions:
 - (1) Except in instances where a hardship exemption has been granted, at no time may more than seven percent (14%) of the Lots be Rented/Leased at any time (maximum of 20 Lots).
 - (2) As long as the Rental/Leasing limitation set forth above has not been met, and subject to any other limitations set forth in this Article, an entire Lot (but not less than entire Lot) may be Rented/Leased for private residential purposes only (i.e., rooms may not be individually Rented/Leased) without prior written approval of the Board of Directors. No Lot may be Rented/Leased for a term of less than six (6) consecutive months, and no lease may exceed a term of two years (twenty-four (24) consecutive months).
 - (3) A Lot may not be Rented/Leased for hotel or transient purposes. No Lot may be Rented/Leased on an hourly, daily, weekend, weekly, monthly or quarterly basis.
 - (4) No more than one (1) lease may be signed for the same Lot and same lease term.
 - (5) All leases must be in writing and must be made expressly subject to the Declaration, Bylaws, and the Regulations (the "Documents"). A copy of a Owner's lease must be provided to the Association.
 - (6) There shall be no subletting of a Lot or assignment of a lease unless prior written approval is obtained from the Board of Directors.
 - (7) An Owner desiring to rent/lease a Lot must disclose that fact in writing to the Board at least ten (10) days before presenting a lease form to a potential lessee. The Owner must use the Board approved lease form, if one has been adopted and approved by the Association. As long as the Rental/Leasing limitation set forth above has not been reached, and as long as all requirements set forth in this Article along with any and all other applicable provisions of this Declaration, then an Owner may rent/lease his/her Lot.

If the Rental/Leasing limitation set forth above has been reached, the requesting Owner will be put on the wait list. The next Owner on the wait list (first position) will then be allowed to rent their Lot subject to the provisions of this Article once the number of Rented/Leased Lots is under the leasing cap.

- (8) An Owner must provide the Association with the Tenant's contact information, including the name of all occupants and a contact telephone number for the Tenant. A completed copy of the Association's Tenant Information Form, if one has been created, must be provided to the Association by an Owner prior to the occupancy of that Owner's Lot pursuant to a lease. The Owner must provide the Association with a written statement signed by the Owner and the

Tenant acknowledging that said occupant(s) agree to be bound by the Documents, including all Rules and Regulations and policies promulgated pursuant thereto, and any amendments thereof, and any federal, state, or local Laws and ordinances. Whether or not it is so stated in a lease, every lease is subject to the Documents. An Owner is responsible for providing the Tenant with copies of the Documents and notifying the Tenant of any changes to the Documents and for compelling performance under them.

- (9) A lease or lease renewal made in violation of this Article is void. The Board may impose a fine of up to \$500.00 per day for each day the lease is purportedly in place to enforce any provision of this Article and any other provision of the Declaration, Bylaws or Rules regarding leasing.
- (d) Exceptions. The provisions and restrictions on leasing and ownership as contained in this Section shall not apply to the following:
- (1) Grandfathered Lots. Lots leased at the time of the adoption of this policy shall be defined as "Grandfathered Lots." Such Grandfathered Lots shall be exempt from the leasing restrictions as set forth in this section until such lease expires or such Lot is sold, and subject to such other reasonable conditions as the Association may by rule and regulation impose. Grandfathered Lots will however, from the date of the adoption of this policy, count toward the limitation set forth above. Owners of Grandfathered Lots are required to provide a copy of the lease to the property manager.
 - (2) Hardship situations. An Owner suffering from a financial or personal hardship that renders the Owner unable to reside in his/her Lot may apply to the Board of Directors to lease the Lot, even if the limitation above, has been met. In such situations, the Board of Directors, in its sole discretion, shall be authorized to permit the Owner to lease his/her Lot.
- (e) Remedies for Tenant Noncompliance. If the Board determines that a Tenant of a Rented/Leased Lot has failed to comply with the conditions and requirements of the Documents, and if the Board determines that enforcement action is warranted, the Board may take the following actions, in addition to all other remedies the Association may be entitled to pursuant to its Documents and/or relevant law:
- (1) The Board may notify the Owner by mail, e-mail or other legally acceptable/required form of notice, advising the Owner of the alleged violation by the Tenant;
 - (2) Except in circumstances where immediate action or less than the notice set forth hereinafter is required, the Owner will have thirty (30) days, after receipt of such notice to investigate and correct the alleged breach by the Tenant or advise the Board in writing that the violation has been remedied or has not occurred; and
- (f) No Landlord-Tenant relationship exists. In no event shall it be determined that a landlord/tenant relationship exists between the Association and the Tenant/occupant.
- (g) Extensions. If, during the course of occupancy of any lease, a Tenant demonstrates such a disregard for the provisions of the Association's governing legal documents, including any of the Association's rules, regulations, restrictions, policies, procedures and/or guidelines, that the Board of Directors determines it to be in its best interests to preclude the Owner from extending said lease, the Board of Directors shall so notify the Owner, in writing, of that determination, and the Owner shall thereupon be precluded from extending said lease beyond its current term.
- (h) Lenders' foreclosures. The provisions and restrictions on Rental/Leasing and ownership as contained in this Section shall not apply to foreclosing commercial lenders or impair the right of commercial First Mortgagees to foreclose or take title to a Lot, to accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, to take possession and lease an acquired Lot even though the limitation referred above, has been met, or to otherwise act upon their mortgages.
- (i) The Association, via the Board, may adopt, publish, and enforce any further rules, regulations, procedures and/or policies, including penalties for infractions related to same, in connection with the Rental/Leasing of a Lot that are not inconsistent with the provisions herein.

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 November 7, 2024) 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".

IN WITNESS WHEREOF, we, being all of the directors of North Tarrant Parkway Homeowner's Association, Inc., have hereunto set our hands as of this 7th day of November, 2024.

President Jennifer Johnson

Treasurer Natale Castill

Member at large Kathy Lanier

Vice President Elizabeth Costa

Secretary Jessica Lackey