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ANY RESTRICTIONS BASED
ON RACE, COLOR, RELIGION,
SEX, HANDICAP, FAMILIAL
STATUS, OR NATIONAL
ORIGIN ARE HEREBY DELETED

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DECLARATION OF COVENANTS AND RESTRICTIONS
"THE VILLAS OF HOGAN'S GLEN"
(A Residential Subdivision)

THE STATE OF TEXAS)
)
COUNTY OF DENTON)
)
THE TOWN OF TROPHY CLUB)

THIS DECLARATION, made on the date hereinafter set forth by BECK PROPERTIES DEVELOPMENT -
I, L.P., a Texas limited partnership (hereinafter sometimes referred to as "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article III of this Declaration, and desires to provide for the preservation of the values and amenities in such property, and, to this end, desires to subject such property to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of such property and each Owner (as hereinafter defined) thereof (Developer, together with any affiliates of Developer who own Properties (as hereinafter defined) which are added by Supplemental Declaration, shall be sometimes referred to as "Declarant"); and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in The Subdivision, to delegate and assign the powers of maintaining and administering the Common Properties and Common Facilities in The Subdivision (as such terms are defined herein) and administering and enforcing the assessments and charges created hereinafter and in all Supplemental Declarations; and

WHEREAS, a corporation will be incorporated under the laws of the State of Texas for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Declarant declares that the real property described in Article III is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to herein collectively as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Homeowners Association of Hogan's Glen, its successors and assigns.

(b) "The Subdivision" shall mean and refer to The Villas of Hogan's Glen, and all subsequent sections brought within the scheme of this Declaration by Supplemental Declaration.

(c) "The Properties" shall mean and refer to the properties described in Article III hereof which are subject to this Declaration and all Supplemental Declarations.

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(d) "Subdivision Plats" shall mean and refer to the map or plat of The Villas of Hogan's Glen recorded in Cabinet Q, Page 57 of the Plat Records of Denton County, Texas, or any subsequently recorded replats thereof, together with any other map or plat added by any Supplemental Declaration.

(e) "Lot" and/or "Lots" shall mean and refer to each of the lots shown or as may be shown upon the Subdivision Plat. References herein to the "the Lots (each Lot) in The Subdivision" shall mean and refer to Lots as defined respectively in this Declaration and all Supplemental Declarations.

(f) "Living Unit" shall mean and refer to any single-family residential unit located on property which has been brought within the plan of this Declaration. References to Living Units herein shall not be deemed to permit the use of any Lot in The Subdivision for any purpose other than single-family residential purposes. References herein to "The Living Units in the Subdivision" shall mean and refer to Living Units as defined respectively herein and in all Supplemental Declarations.

(g) "Common Properties" shall mean and refer to all those areas of land within the Properties as shown on the Subdivision Plats, except the Lots as shown thereon, together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plats, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. References herein to "the Common Properties (any Common Property) in The Subdivision" shall mean and refer to Common Properties as defined respectively in this Declaration and all Supplemental Declarations.

(h) "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of all Owners in The Subdivision constructed on portions of one or more Lots or on acreage owned by Declarant (or Declarant and others) which has not been brought within the scheme of this Declaration. By way of illustration, Common Facilities may include, but are not necessarily limited to, the following: streets, security gates and/or guard stations, structures for recreation, storage or protection of equipment; sidewalks; common driveways; landscaping; swimming pool; tennis courts; and other similar and appurtenant improvements. References herein to "the Common Facilities (any Common Facility) in The Subdivision" shall mean and refer to Common Facilities as defined respectively in this Declaration and all Supplemental Declarations.

(i) "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants and Restrictions bringing additional property within the scheme of this Declaration under the authority provided herein. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.

(j) "Owner" shall mean and refer to the record owner, or if a Lot is subject to a term purchase contract with Declarant, to the contract purchaser, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, but, notwithstanding any applicable theory of mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. References herein to "the Owners" (any Owner) in The Subdivision" shall mean and refer to Owners as defined respectively in this Declaration and all Supplemental Declarations. In one or more Supplemental Declarations "Owner" may be defined by reference to ownership of a Living Unit, in addition to or instead of by reference to the ownership of a Lot.

(k) "Member" and/or "Members" shall mean and refer to all those Owners who are members

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of the Association as provided in Article IV hereof, together with all the Owners in The Subdivision who are members of the Association as provided in all Supplemental Declarations. In one or more Supplemental Declarations, "Member" may be defined by reference to the Owner of a Living Unit, in addition to or instead of by reference to the Owners of a Lot.

ARTICLE II

Easements

Section 1. Existing Easements. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon. Further, Declarant has heretofore granted, created and dedicated by recorded instruments, certain other easements and related rights affecting the Properties. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat and all grants and dedications of easements and related rights heretofore made by Declarant affecting the Properties are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Properties.

Section 2. Changes and Additions. Declarant reserves the right to make changes to and additions to the easements described above for the purpose of most efficiently and economically installing the improvements.

Section 3. Title in Easements and Appurtenances Not Conveyed. Title to any Lot conveyed by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any roadway or any drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone way, or any pipes, lines, poles, or conduits on or in any utility facility or appurtenances therein, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Properties, and the right to maintain, repair, sell, or lease such appurtenances to any municipality, to any other governmental agency, to any public service corporation or to any other party, is hereby expressly reserved in Declarant.

Section 4. Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Properties for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including but not limited to, water, sewer, telephones, electricity, gas, and the broadband communication system and appurtenances therein. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances therein, on, above, across and under the Properties within the public utility easements from time to time existing and from service on or in any structure. Notwithstanding anything contained in this Section, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Properties until approved by Declarant.

Section 5. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, postal service employees and vehicles, and other service vehicles to enter upon the Properties in the performance of their duties.

Section 6. Surface Area. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area. Further, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them, or either of them, or their respective agents, employees, servants or assigns, to any sidewalks, driveways, fences, walls or any other improvement occupying any such easement or any portion thereof, as a result of any activity relating to the construction, maintenance or repair of any facility in any such easement area.

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Section 7. Access to This Subdivision and to Other Subdivisions. There is hereby created upon, across and over the streets in the Villas of Hogan's Glen Subdivision an easement for access, ingress and egress to and from this Subdivision and any other Subdivision added by Supplemental Declaration.

ARTICLE III

Property Subject to this Declaration

Section 1. Description. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is all of The Villas of Hogan's Glen being 7.36021 acres, approximately, out of the 1st Michael Survey, Abstract 621723 according to the Subdivision Plat thereof recorded in Cabinet 18, Page 57 of the Plat Records of Denton County, Texas (or any subsequently recorded plat thereof).

Section 2. Mineral Exception. There is hereby excepted from the Properties, and Declarant will hereafter except from all sales and conveyances of the Properties, or any part thereof, including the Lots and Common Properties, all oil, gas, and other minerals in, on, and under the Properties, but Declarant hereby waives, and will waive in each such conveyance, its right to use the surface of such land for exploration for or development of oil, gas, and other minerals.

Section 3. Additions to Existing Property. Additional lands may become subject to the scheme of this Declaration in the following manner:

(a) **Additions by Declarant.** The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration, additional properties in future stages of the development (including without limitation, all or portions of other subdivisions being or to be developed by Declarant or affiliated or subsidiary entities). Any additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplemental Declaration must impose an annual maintenance charge assessment on the property covered thereby on a uniform, per Lot basis, substantially equivalent to the maintenance charge and assessment imposed hereby (which may be related to Lots or Living Units, as appropriate), and may contain such complementary additions and/or modifications of the covenants and restrictions contained herein as may be applicable to the additional lands. In its reasonable discretion, taking the ultimate development of any such additional lands into consideration, the Association may, pursuant to Supplemental Declaration covering such additional lands, provide services, maintenance charges and assessments on such additional lands which differ in amount, basis or method of computation from that provided for in this Declaration or any Supplemental Declaration.

(b) **Other Additions.** Upon the approval of the Board of Directors of the Association, in its sole discretion, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file of record a Supplemental Declaration of Covenants and Restrictions upon the satisfaction of the conditions specified in subsection (a) above.

(c) **Mergers.** Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to the properties of the merging or consolidating associations as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration.

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ARTICLE IV

The Association

Section 1. Organization. The Association shall be the Homeowners Association of Hogan's Glen.

Section 2. Purposes. The purpose of the Association in general is to provide for and promote the health, safety, and welfare of the Members, to collect the annual maintenance charges and to administer the Maintenance Fund, to provide for the maintenance, repair, preservation, upkeep, and protection of the Common Properties and Common Facilities in The Subdivision and such other purposes as are stated in the Articles of Incorporation consistent with the provisions of this Declaration and all Supplemental Declarations.

Section 3. Directors. The Association shall act through a three (3) member Board of Directors, which shall manage the affairs of the Association.

Section 4. Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors. Prior to the incorporation of the Association, the Declarant shall select and appoint the Board of Directors, each member of which shall be a Class A or Class B Member, or an officer, employee, representative or agent of a Class A or Class B Member. From and after the effective date of the Association's incorporation, the Board of Directors shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, on behalf of the Proprietors, the Common Properties and the Members, shall provide and pay for, out of the fund(s) collected by the Association pursuant to Article VI below, the following:

(a) Care and preservation of the Common Properties and the furnishing and upkeep of any desired personal property for use in the Common Properties. Expenditures for the repair or installation of capital improvements, not included in the annual maintenance budget, may be paid from the reserve fund as specifically provided in Section 8 herein.

(b) Care and maintenance of the landscaping, water features, screening walls and entry features which may be constructed by Declarant on the Common Properties or on private property. Maintenance includes all repair, rebuilding or cleaning deemed necessary by the Board of Directors.

(c) Should the Board so elect, maintenance of exterior grounds, drives, parkways, private streets and access areas, including care of trees, shrubs and grass, the exact scope of which shall be further specified by the Board from time to time. In particular, the Board shall be empowered to contract with persons or entities who shall be responsible for the maintenance of landscaping, trees, shrubs, grass and like improvements which are located on the Common Properties and/or the Lots, except for landscaping and other like improvements which are located within rear yards or side yards enclosed by solid fence, which shall be maintained by the individual Lot Owner.

(d) Controlled access services and maintenance of the controlled access system (including, but not limited to, a guard house, 24-hour guard service and/or controlled access gates) which may be constructed by Declarant on the Common Properties or on private property. Maintenance may include, but not be limited to, all repairs, rebuilding and cleaning as required. The exact scope of controlled access services shall be further specified by the Board from time to time. In particular, the Board shall be empowered to contract with persons or entities who shall be responsible for the operation and maintenance of the controlled access system, including guard service.

(e) The services of a person or firm to manage and/or provide consultation to the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

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(f) Legal and accounting services.

(g) A policy or policies of insurance insuring the Association, its officers and directors against any liability to the public or to the Owners (and/or their invitees or tenants incident to the operation of the Association, including, without limitation, officers' and directors' liability insurance).

(h) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

(i) Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

(j) Any other materials, supplies, insurance or property owned by the Association, furniture, labor, services, maintenance, repairs, alterations, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(k) To execute all declarations of ownership for tax assessment purposes and to pay all taxes with regard to the Common Properties.

(l) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of mortgage liens on one or more Lots with respect to: (1) taxes on the Common Properties and (2) insurance coverage of the Common Properties, as they relate to the assessment, collection and disbursement process envisioned in this Declaration.

(m) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

(n) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association and the Common Properties, expressly including the power to enter into management and maintenance contracts.

(o) If, as, and when the Board, in its sole discretion, deems necessary it may take action to protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements.

(p) To make reasonable rules and regulations for the operation and use of the Common Properties and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members, or, with respect to a rule applicable to less than all of the Properties, by a majority of the Members in the portions affected.

(q) Subsequent to incorporation, to make available to each Owner, within one hundred twenty (120) days after the end of each calendar year, an unaudited annual report.

(r) Pursuant to Article XI herein, to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

(s) If, as and when the Board, in its sole discretion, deems necessary, it may take action to enforce the provisions of this Declaration and any rules made hereunder and to enjoin and/or seek damages from any Owner for violation of such provisions or rules.

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Section 5. Board Powers. From and after the date on which the title to the Common Properties has been conveyed to the Association, the Board shall have the exclusive right to contract for all goods, services and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

Section 6. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

Section 7. Liability Limitations. No Member, officer of the Association or member of the Board of Directors shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant, the Association, its directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or failure to repair or maintain the same.

This Common Properties may be subject to storm water overflow, natural bank erosion and other natural or man-made events or occurrences the extent of which cannot be accurately foreseen or controlled. Under no circumstances shall Declarant ever be held liable for any damages or injuries of any kind or character or nature whatsoever resulting from: (i) the occurrence of any natural phenomena; (ii) the failure or defect of any structure or structures situated on or within the Common Properties; and (iii) any act, conduct, omission or behavior of any individual, group of individuals, entity or enterprise occurring on, within or related to the Common Properties.

Section 8. Reserve Funds. The Board may establish reserve funds, for such purposes as may be determined by the Board, which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and are not net income to the Association. Expenditures from any such fund will be made at the direction of the Board. The reserve funds provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Subdivision, and maintaining the Subdivision and improvements therein, all as may be more specifically authorized from time to time by the Board. Capital expenditures from these funds may include by way of example, but not be limited to, street, street light and screening wall repair, water features and drainage channel improvements or repair of major damage to the Common Properties not covered by insurance.

Section 9. Members. Each Owner, whether one or more persons or entities, of a Lot or a Living Unit in The Subdivision shall, upon and by virtue of becoming such an Owner, automatically become a Member of the Association and shall remain a Member thereof until said ownership ceases for any reason, at which time membership in the Association shall automatically cease. Membership in the Association shall be apportioned to and shall automatically follow the legal ownership of each Lot or Living Unit and may not be separated from such ownership. Whenever the legal ownership of any Lot or Living Unit passes from one Owner to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

Section 10. Voting Rights. The Association shall have two (2) classes of voting membership:

CLASS A. Class A Members shall be all Members with the exception of Class B Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B. Class B Members shall be Declarant and any bona fide Owner who is engaged in the process of constructing a residential dwelling on any Lot for sale to consumers. Declarant shall be entitled to six (6) votes for each Lot owned by all Class B Members. Class B Members other than

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Declarant shall be non-voting Members of the Association. The Class B membership shall cease, and each Class B Member shall become a Class A Member, upon the earlier to occur of the following:

(I) when the total number of votes outstanding in the Class A membership is eight (8) times greater than the total number of votes outstanding in the Class B membership; or

(II) when Declarant no longer owns record title to any of the Lots.

Notwithstanding the voting rights within the Association, until the Declarant expressly notifies the Association in writing that the Association may act independently of Declarant, the Association shall take no action with respect to any matter whatsoever without the prior written consent of the Declarant.

ARTICLE V

Property Rights in the Common Properties and Common Facilities

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2 of this Article V, every Member shall have a common right and easement of enjoyment in and to the Common Properties and Common Facilities in The Subdivision, and such right and easement shall be appurtenant to and shall pass with the title to each Lot or Living Unit in The Subdivision.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in its discretion, to charge reasonable admission and other fees for the use or maintenance of the Common Facilities, and to make, publish, and enforce reasonable rules and regulations governing the use and enjoyment of the Common Properties and Common Facilities or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with, and observed by each Member. These rules and regulations may include provisions to govern and control the use of such Common Properties and Common Facilities by guests or invitees of the Members, including, without limitation, the number of guests or invitees who may use such Common Properties and Common Facilities or any part thereof at the same time;

(b) The right of the Association to grant or dedicate easements in, on, under or above such Common Properties or any part thereof to any public or governmental agency or authority or to any utility company for service to The Subdivision or any part thereof;

(c) The right of the Association to enter management and/or operating contracts or agreements relative to the maintenance and operation of such Common Properties and Common Facilities in such instances and on such terms as its Board of Directors may deem appropriate; the right of the Association to operate recreational facilities and related concessions located on such Common Properties; the right of the Association to enter lease agreements or concession agreements granting leasehold, concession, or other operating rights relative to Common Facilities in such instances and on such terms as its Board of Directors may deem appropriate; and

(d) The right of the Association to suspend the voting rights of a Member or his right to use any recreational Common Facility during the period he is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against his Lot or Living Unit; and to suspend such rights for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and the aforesaid rights of the Association shall not be exclusive, but shall be cumulative of and in addition to all other rights and remedies which the Association may have in this Declaration and all Supplemental Declarations or in its Bylaws or at law or in equity on account of any such default or infraction;

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(e) The rights and easements existing, herein created or hereafter created in favor of others, as provided for in Article II hereof, in this Declaration and all Supplemental Declarations; and

(f) The restrictions as to use of the Common Properties provided for in Article IX hereof.

Section 1. Delegation of Use. Any Member may delegate his right of use and enjoyment of the Common Properties and Common Facilities in The Subdivision, together with all easement rights granted to Members in this Declaration and all Supplemental Declarations, to the members of his family, his tenants, or contract purchasers who reside on his Lot or in his Living Unit. The term "Member" is further defined to include and refer to the executors, personal representatives and administrators of any Member, and all other persons, firms, or corporations acquiring or succeeding to the title of the Member by sale, grant, will, foreclosure, execution, or by operation of law, or in any other legal manner.

ARTICLE VI

Assessments and Charges

A. ASSESSMENTS

Section 1. The Maintenance Fund. All funds collected by the Association from the regular maintenance charges provided for in this Article, together with all funds collected by the Association from the regular annual maintenance charges imposed on the Lots and Living Units in The Subdivision by this Declaration and all Supplemental Declarations, shall constitute and be known as the "Maintenance Fund." The Maintenance Fund shall be held, used, and expended by the Association for the common benefit of all Members for, among others, the following purposes, to-wit: to promote the health, safety, recreation, and welfare of the Members, including, without limitation, the installation, construction, erection, and relocation of improvements related to the enhancement and beautification of the Common Properties and Common Facilities in The Subdivision, and any other areas provided by this Declaration or any Supplemental Declaration to be developed or maintained by the Association, such as streets, shrubbery, trees, walkways, and the mowing and general maintenance of vacant Lots in the Subdivision, and the construction, repair, maintenance and replacement of properties, services, improvements and facilities devoted to such purposes and related to the use and enjoyment of The Subdivision by the Members.

In the event Declarant shall designate Common Facilities for the use and benefit of all the Owners in The Subdivision which are situated on property owned by Declarant (or affiliated or subsidiary entities) but which then has not been brought within the scheme of this Declaration, the Association shall have the right and authority to allocate and expend such amounts from the Maintenance Fund for construction, repair, maintenance, upkeep, beautification, improvement or replacement of such Common Facilities as its Board of Directors shall determine, in its sole discretion. Further, if all or any such Common Facilities situated on property not then subject to the scheme of this Declaration also are for the use and benefit of persons or entities other than the Owners in The Subdivision, the Association shall have the right and authority to enter into agreements with other persons or entities enjoying the use and benefit of such Common Facilities (or their designees). In such instances and on such terms as its Board of Directors may deem appropriate and acceptable, obligating the Association to contribute, from the Maintenance Fund, a sizable portion of the amounts necessary from time to time to provide for the construction, repair, maintenance, upkeep, beautification, improvement or replacement of such Common Facilities, and providing for other agreements relative to the use and enjoyment of such Common Facilities (including limitations on the extent of the use and enjoyment thereof) by the various persons and entities entitled thereto.

The Association may, in its sole discretion, give one or more of the purposes set forth in this Article VI, Section 1 preference over other purposes, and it is agreed that all expenses incurred and expenditures and decisions made by the Board of Directors of the Association in good faith shall be binding on and conclusive as to all Members.

In the event Declarant shall operate any Common Facility in The Subdivision, or such Common Facility shall

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be operated by others on behalf of Declarant under agreement authorized hereby, and the actual proceeds realized by Declarant from such operation shall be less than the actual costs incurred by Declarant in connection with operating and maintaining any such Common Facility, Declarant shall be entitled to be reimbursed from the Maintenance Fund for all costs actually incurred by Declarant in maintaining and operating such Common Facility in excess of the actual proceeds realized by Declarant from such operation, as such costs are incurred, to the extent that the balance of the Maintenance Fund from time to time existing exceeds the amount then designated by the Board of Directors of the Association in good faith to be the minimum amount necessary to accomplish the maintenance functions of the Association. Further, Declarant shall be entitled to be reimbursed from the Maintenance Fund for all ad valorem taxes and other assessments in the nature of property taxes fairly allocable to the Common Properties and Common Facilities and accrued subsequent to the recordation of this Declaration, and prior to the date on which title to such Common Properties and Common Facilities is conveyed to the Association by Declarant, which have been actually paid by Declarant.

Section 2. Covenant for Assessments and Creation of Lien. Subject to the provisions set forth in Article VI, Sections 3 and 4 relating to the rate at which the maintenance charge and assessment imposed herein shall be paid on unimproved Lots, each and every Lot in the Properties is hereby severally subjected to and impressed with a regular monthly maintenance charge or assessment in the amount of _____ (\$ _____) per month per Lot (herein sometimes referred to as the "full maintenance charge") which assessment shall affect and run with the land, subject to increase and decrease, and payable as provided in Article VI, Section 5 below.

Each Owner of a Lot, by claim or assertion of ownership or by acceptance of a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the charges and assessments against such Lot and/or assessed against said Owner by virtue of ownership thereof, as the same shall become due and payable, without demand. The charges and assessments herein provided for and assessed, together with those hereafter assessed, shall be a charge and a continuing lien, which such lien is hereby created and imposed, upon each Lot, together with all improvements thereon, as hereinafter more particularly stated. Each assessment, together with the interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay such assessment accrued, but no Member shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases. No Member shall be exempt or excused from paying any such charge or assessment by waiver of the use or enjoyment of the Common Properties and Common Facilities, or any part thereof, or by abandonment of his Lot or his interest therein. The liens hereby created and imposed shall be valid, subsisting and continuing, and shall maintain for so long as this Declaration and all Supplemental Declarations continue in effect, unless modified or amended in accordance herewith, notwithstanding the fact that at one or more times during the existence of this Declaration there may be no amount(s) due the Association, as it is the intention hereof that assessments shall arise annually and that same shall constitute present or future indebtedness, all of which shall be secured by the lien created hereby.

Section 3. Unimproved Lots. When the maintenance charge is computed for Lots, all or a portion of such maintenance charge shall be payable to the Association by the Member according to the status of the Lot owned by such Member as follows:

- (i) As to a Lot owned by a Class A Member, the full maintenance charge shall be payable.
- (ii) As to a Lot owned by a Class B Member, one-quarter (1/4) of the maintenance charge shall be payable.

Section 4. Unimproved Lots Owned by Owners Other Than Declarant and Builders. Owners of unimproved Lots other than Declarant and any bona fide builder shall pay fifty percent (50%) of the then existing full maintenance charge for each Lot owned until a residential structure has been completed thereon. Thereafter, commencing on the first day of the next succeeding calendar month, the full maintenance charge then assessed shall become applicable. If the full maintenance charge on such Lot has been prepaid at fifty percent (50%) of the full maintenance charge then assessed for the portion of the calendar year remaining after the full maintenance charge becomes applicable, as herein provided,

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that prorate portion of fifty percent (50%) of the full maintenance charge then assessed, which shall bear the same ratio to fifty percent (50%) of such full maintenance charge as the number of full calendar months remaining in such calendar year bears to twelve (12). It shall be the duty of each such Owner to notify the Association at the time such residential structure has been completed.

Section 5. The Monthly Maintenance Charge. The monthly maintenance charge provided for herein shall be payable on the date (which shall be the first day of a month) fixed by the Board of Directors and shall be for the balance of the calendar year in which it is due, or shall be payable in equal monthly installments over the balance of the year, at the election of the Board of Directors of the Association. The assessments for each calendar year after the first assessment year shall be due and payable to the Association in advance on January 1st each year, or in twelve (12) equal monthly installments over such year, at the election of the Board of Directors of the Association. Provided, however, that, upon the purchase of a Lot (as evidenced by the date of the term Contract of Sale or Deed, or actual occupancy, whichever is earlier), each Member shall be obligated to pay to the Association a prorata part of the applicable percentage (as determined pursuant to the terms hereof) of the regular maintenance charge assessed on such Lot, which shall bear the same ratio to the applicable percentage of the full remaining in the year of purchase bears twelve (12), and which shall be payable in full upon such purchase or in equal monthly installments over the balance of the year of purchase, as the Board of Directors of the Association may elect.

The Board of Directors of the Association may decrease or increase the amount of the maintenance charge or assessment provided for herein at any time and from time to time by the adoption of a resolution for such purpose, but no resolution increasing the maintenance charge shall become effective prior to the expiration of ninety (90) days from date of its adoption. The Owner of each Lot shall, within thirty (30) days from such effective date, pay to the Association the proportionate part of such increase for the balance of the year in which such resolution is adopted; provided, however, that no resolution of the Board of Directors which fixes the amount of the maintenance charge or assessment to all Members in excess of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per year, shall become effective unless and until such resolution is ratified either (i) by the written assent of the Members of the Association who in the aggregate then own at least fifty-one percent (51%) of the votes of the Members of the Association if no meeting of the membership is held for ratification, or (ii) by the assent of fifty-one percent (51%) of the votes of the Members of the Association who are present and voting in person or by proxy at a special meeting of the membership of the Association called for this purpose and at which a quorum is present. The written assent or the vote of the Members must be given prior to the effective date of such resolution of the Board of Directors. No increase in the maintenance charge or assessment shall take effect retroactively.

If any resolution of the Board of Directors which requires ratification by the assent of the Members of the Association as above provided shall fail to receive such assent, then the amount of the regular maintenance charge or assessment last in effect shall continue in effect until duly changed in accordance with the above provisions. The Board of Directors may decrease the amount of the annual maintenance charge or assessment without ratification by or assent of the Members of the Association.

Section 6. Quorum, Notice and Voting Requirements.

(a) Subject to the provisions of Paragraph (c) of this Article VI, Section 6, any action taken at meeting of the Members shall require the assent of the majority of all of the votes of those who are voting in person or by proxy, regardless of class, at a meeting duly called, written notice of which shall be given to all Members not less than ten (10) days nor more than fifty (50) days in advance of said meeting.

(b) The quorum required for any action referred to in Paragraph (2) of this Article VI, Section 6 shall be as follows:

The presence at the initial meeting of Members entitled to cast, or of proxies entitled to cast, a majority of the votes of all Members, regardless of class, shall constitute a quorum for any action except as otherwise then provided in the Articles of Incorporation or the Bylaws of the Association or this Declaration or as provided by the laws of the State of Texas. If the

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required quorum is not present or represented at the meeting, one additional meeting may be called, subject to the notice requirement herein set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held later than sixty (60) days following the first meeting.

(c) As an alternative to the procedure set forth above, any action referred to in Paragraph (a) of this Section may be taken without a meeting if a consent in writing, approving of the action to be taken shall be signed by Members holding 51% of the votes held by all Members.

(d) Except as otherwise specifically set forth in this Declaration, notice, voting and quorum requirements for all actions to be taken by the Association shall be consistent with its Articles of Incorporation and Bylaws, as same may be amended from time to time.

(e) During the period of time that the Association is unincorporated, the Declarant shall have the sole right and option to prescribe reasonable procedures for the meetings (if any) of the Members; provided, however, that prior to incorporation, without the written approval of the Declarant, no Member (other than Declarant) shall have a right to vote on any matter, or to call any meetings of the Members.

Section 7. Setting, Commencement and Notice of Assessments. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Owner for each assessment period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association, shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Liens to Secure Assessments. The maintenance charge as hereinabove provided for, shall constitute and be secured by the separate, valid and subsisting lien, hereinabove created and fixed, and which shall exist upon and against each Lot and Living Unit and all improvements thereon, for the benefit of the Association and all Members. Subject to the condition that the Association be made a party to any Court proceeding to enforce any lien hereinafter deemed to be superior, the lien hereby created shall be subordinate and inferior to:

(a) all liens for taxes or special assessments levied by the Town, County, and State governments, or any political subdivision or special district thereof;

(b) all liens securing amounts due or to become due under any mortgage, vendor's lien, or deed of trust filed for record, prior to the date payment of any such charges or assessments become due and payable; and

(c) all liens, including, but not limited to, vendor's liens, deeds of trust, and other security instruments which secure any loan made by a lender to an Owner for any part of the purchase price of any Lot when the same is purchased from a builder or for any part of the cost of constructing, repairing, adding to, or remodeling the residence and appurtenances situated on any Lot to be utilized for residential purposes.

Any foreclosure of any such superior lien under the power of sale of any mortgage, deed of trust, or other security instrument, or through Court proceedings in which the Association has been made a party, shall cut off and extinguish the liens securing maintenance charges or assessments which become due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from the liens securing assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay maintenance charges or assessments which become due prior to such foreclosure, be extinguished by a foreclosure.

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Section 9. Effect of Non-Payment of Assessment. If any maintenance charge or assessment is not paid within thirty (30) days from the due date thereof, the same shall bear interest from the due date until paid at the highest interest rate allowed under the laws of the State of Texas, and, if placed in the hands of an attorney for collection or if suit is brought thereon or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but not less than ten percent (10%) of the amount owing, as attorneys' fees. The Association, as a common expense of all Members, may institute and maintain an action at law or in equity against any defaulting Member to enforce collection and/or for foreclosure of the liens against said Member's Lot(s). All such actions may be instituted and brought in the name of the Association and may be maintained and prosecuted by the Association in like manner as an action to foreclose the lien of a mortgage or deed of trust on real property.

Section 10. Collection and Enforcement. Each Member, by assertion of title or claim of ownership or by acceptance of a deed to a Lot or Living Unit, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association, and in its officers and agents, the right, power and authority to take all action which the Association shall deem proper for the collection of assessments and/or for the enforcement and foreclosure of the liens securing the same.

B. Utility Standby Charge

No utility standby charge shall be due on Lots owned by the Declarant.

ARTICLE VII

**Architectural Control Committee;
Architectural and Construction Control**

Section 1. Architectural Control Committee. The Architectural Control Committee (hereinafter called the "Committee") shall be composed of three (3) or more individuals selected and appointed by Declarant. The Committee shall function as a representative of the Owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development. The Committee shall use its best efforts to promote and ensure a high level of quality, harmony and conformity throughout the properties.

A majority of the Committee may act on behalf of the entire Committee. In the event of the death or resignation of any Committee member, the remaining Committee members shall have full authority to designate and appoint a successor. No Committee member shall be entitled to any compensation for service performed hereunder or be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of service performed pursuant to this Declaration.

Section 2. Transfer of Authority to the Association. The duties, rights, powers and authority of the Committee constituted hereby may be assigned at any time, at the sole election of the Declarant, to the Board of Directors of the Association, and from and after the date of such assignment, and the acceptance thereof by such Directors, the Board of Directors of the Association shall have full right, authority and power, and shall be obligated, to perform the functions of the Committee as provided herein, including the right to designate a representative or representatives to act for it.

Section 3. Minimum Construction Standards. The Committee may from time to time promulgate architectural standard bulletins ("Standard Bulletins") which shall be fair, reasonable and uniformly if applied thereafter, and shall carry forward the intention of this Declaration. Standard Bulletins shall cover minimum acceptable construction standard and specifications (including, without limitation, a limited number of acceptable exterior materials and/or finishes), which shall constitute guidelines only and shall not be binding upon the Committee or in any manner determinative of the approval or disapproval by such Committee of submitted plans and specifications. The Standard Bulletins shall supplement the Declaration and are incorporated herein by

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reference.

Section 4. Approval of Plans

(a) No building, structure, fence, wall, or other improvements shall be commenced, erected, constructed, placed or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the detailed plans and specifications therefore shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, slab evaluation, location and situation on the Lot, and as to harmony of external design or location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such building with respect to the Lot lines), by the Committee constituted as provided herein. Each application made to the Committee for the approval required hereby shall be accompanied by two (2) sets of plans and specifications which shall specify, in such form as the Committee may reasonably require, structural, mechanical, electrical, and plumbing detail and the nature, kind, shape, height, exterior color scheme, materials to be incorporated into, and location of the proposed improvements or alterations thereto, the location of all driveways and curb cuts, and the compliance of the drainage of said Lot with the overall planned drainage of the Properties as developed and pronounced by Declarant. In the event the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with; provided, however, that the failure of the Committee to approve or disapprove such plans and specifications within such thirty (30) day period shall not operate to permit any structure to be commenced, erected, placed, constructed or maintained on any Lot in the Properties in a manner inconsistent with any provision of this Declaration. Without limitation of the powers herein granted, the Committee shall have the right to specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration and repair of any improvement on any Lot.

The Committee also shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed to meet its minimum construction requirements or architectural design requirements that might not be compatible, in the sole discretion of the Committee, with the design or overall character and aesthetics of the Properties.

(b) The Committee shall have the power and authority to alter and amend requirements as to design of buildings and materials to be used in the construction thereof for any Lot or Lots, provided that such authority shall be exercised for the purpose of harmonizing and making aesthetically attractive the Properties or the portion of the Properties in which the Lots so affected are located, as such matters may be determined in the good faith judgment of the Committee.

(c) The Committee or its duly appointed agent or designee may enter upon and inspect any Lot and any improvements or structures being constructed thereon, and the drainage of the Lot in relation to the remainder of the Properties, at any time during the construction thereof to ascertain whether any such improvements or structures are being constructed in such a manner so as to (i) fully comply with the provisions of the Declaration and any minimum construction or design requirements imposed by the Committee, and (ii) comply in all material respects to the plans and specifications previously approved by the Committee. Each and every Owner by acceptance of conveyance of the applicable Lot shall be deemed to have granted to the Committee and its appointed agent or designee an easement across said Lot to enable the inspection authorized hereby.

(d) If any structure shall be erected, placed or maintained or if any improvement shall be made on any Lot other than in accordance with plans and specifications approved by the Committee, such structure or improvement shall constitute a violation. In the event such violation is not cured within a reasonable period of time, the Committee shall have the right to take necessary action provided by law to cause same to be cured. The costs of any such successful action shall be borne by the Owner.

Section 5. Slab Elevation Certification. The Committee shall additionally have the power to set minimum slab elevations for any Lot within the Properties. In connection therewith, each affected Owner shall submit to the

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Committee, prior to commencement of the construction or erection of any residential structure, attached garage or other attached appurtenance thereto on any Lot, together with the plans and specifications and other data herein required, a certificate from a registered professional engineer (or such other authority as shall be acceptable to the Committee) certifying, in such form as may be required by the Committee, the elevation above mean sea level of the top of the finished slab (or finished beam, if a pier and beam foundation is utilized) for all portions of such residential structure, attached garage or other attached appurtenance relative to and based on such submitted plans and specifications and the proposed location of such structure on the Lot.

Section 5. Construction Requirements.

(a) Only new construction materials (except for used brick) shall be used and utilized in constructing any structure situated on a Lot. Eighty percent (80%) of the exterior materials of all residential structures on all Lots shall be of brick, stone or stucco. Of the remaining twenty percent (20%), no exterior construction shall be of less than 3/4 inch thick materials, and the use of plywood, aluminum or metal siding is prohibited.

(b) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings, and doors completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

(c) A concrete sidewalk four (4) feet wide shall be constructed from the street adjacent to the front of each Lot to the front of the residential structure to be situated thereon. The plans for each residential building on each Lot shall include plans and specifications for such required sidewalk and any other proposed sidewalk. Such required sidewalk and other approved sidewalks, if any, shall be constructed and completed before the main residence is occupied. A sidewalk may connect to a driveway in lieu of the adjacent street.

ARTICLE VIII

Building and Use Restrictions

Section 1. Residential Building and Garages. No building or other structure shall be built, placed, constructed, reconstructed, or altered on any Lot other than a single family residence, with appurtenances incident to single family use, including, without limitation, bona fide servants' quarters, and no structure shall be occupied or used until the exterior construction therefor is completed. Each single family residence situated on a Lot shall have an enclosed, attached or detached garage for not less than two (2) nor more than four (4) automobiles. No garage shall be constructed so as to face the Trophy Club Golf Course (the "Golf Course") under any circumstances. No detached garage shall have more than two (2) stories. No carport shall be built, placed, constructed or reconstructed on any Lot. The ground floor of any garage shall never be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles. All Owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them.

Garage doors shall be kept closed at all times except during periods of use. After nightfall, garage doors shall be kept closed except during periods of ingress and egress.

Section 2. Single Family Residential Use. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner or his tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation,

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the use of Lots for duplex apartments, garage apartments or other apartment use. No Lot shall be used or occupied for any business, commercial, trade, or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not.

Section 3. Minimum Lot Area. Lots may be resubdivided if, and only if, such subdivision results in each resubdivided Lot containing not less than seven thousand two hundred (7,200) square feet of land; provided, however, that Declarant shall have and reserves the right, at any time to file a replat of the Subdivision Plat or Plats to effect a resubdivided or configuration of any Lots in the Properties then owned by Declarant, so long as such results in each resubdivided Lot containing not less than seven thousand two hundred (7,200) square feet of land. The privilege to replat Lots in the Properties owned by Declarant reserved in this Article VIII, Section 3 shall be exercisable only by Declarant or any successor to Declarant's ownership of such Lots who acquires such ownership other than by purchase, and such privilege shall not be exercisable by, inure to the benefit of, or be assignable to any purchaser from Declarant or from any successor or assign of Declarant, of any Lot in the Properties.

Section 4. Combining Lots. Any such consolidation shall be permitted within the Town's rules and regulations.

Section 5. Minimum Floor Space. All floor areas referenced below are for air-conditioned floor areas, exclusive of porches, garages, or breezeways attached to the main dwelling. Each dwelling containing one-story constructed on any Lot shall contain a minimum of two thousand five hundred (2,500) square feet. Each dwelling containing more than one-story constructed on any Lot shall contain a minimum of three thousand (3,000) square feet, of which not less than two thousand two hundred fifty (2,250) square feet shall be covered ground floor area.

Section 6. Building Location. No structure shall be located on any Lot between any building setback line shown on or provided for in the Subdivision Plats and the street or Lot line to which such building setback line is applicable. No building shall be located nearer than ten (10) feet to an interior Lot line. No main residential structure shall be located on any Lot nearer than twenty (20) feet to any front Lot line nor ten (10) feet to any rear Lot line. Unless otherwise approved in writing by the Committee, each main residence shall face the front Lot line of the Lot upon which it is situated. Each garage shall be provided with driveway access from the front of the Lot upon which it is situated; provided that, in the sole discretion of the Committee, such access may be from the front or side of corner Lots; and further provided that no garage or other permitted accessory building on any Lot shall open toward or have access from the direction of the rear Lot lines facing the Golf Course. All garage doors shall be equipped with an automatic garage door opener (which the Owner shall maintain in a functional condition), and each Owner shall be obligated to keep his garage door and/or doors closed at all times, except at time of entry or exit from the garage facility. For the purpose of this subsection, eaves, steps, fireplace chimneys and open porches shall not be considered as a part of the building; provided, however, that the foregoing shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot or any drainage or utility easement.

With respect to Golf Course Lots, no building, patio, deck, terrace or other similar open porch, swimming pool, or structure of any kind, artificially surfaced area shall be located nearer than ten (10) feet from the rear Lot line (or any other interior Lot line which abuts and parallels any portion of the Golf Course).

Unless otherwise approved in writing by the Committee, each main residence building will face the front of the Lot, and no detached garages may face the street except an attached garage structure, which is provided in addition to the required two (2) car garage, may face any street if the garage sits back at least fifty (50) feet from the front property line of a residential lot.

Section 7. Air Conditioners. No window or wall type air conditioners shall be permitted to be used, placed or maintained on or in any building in any part of the Properties.

Section 8. Garbage Disposal. Each kitchen in each residential structure on any Lot shall be equipped with a garbage disposal unit, which garbage disposal shall at all times be kept in an operational condition.

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Section 9. Roofing. The approved roofing material shall be clay tile, or fiberglass shingles with a minimum weight of 350 pounds per square foot, with a forty (40) year warranty. Use of any other roofing material requires written approval from the Committee and the Town of Trophy Club. The use of any roofing materials in the predominant color of white is expressly prohibited.

Section 10. Prohibition Against Aluminum Windows. No grey aluminum (mill finish) windows shall be used in the construction of any dwelling or other building on any portion of the Properties unless specifically authorized in writing by the Committee.

Section 11. Antennas, etc. No electronic antenna or device of any type, including any type or form of satellite dish, other than one antenna for receiving television signals, FM signals and/or citizen's band signals larger than 18" high or 18" diameter shall be erected, constructed, placed or permitted to remain on any other Lots, residences thereon or other permitted buildings constructed in the Properties. The permitted antenna may be attached to the residential structure; however, the antenna's location shall be restricted so as to be hidden from sight, when viewed from any street or the Golf Course.

Section 12. Walls, Fences and Hedges. No walls, fences or hedges shall be erected or maintained nearer to the front Lot line than the front wall of the structure situated on such Lot. All side or rear fences and walls must be at least six (6) feet but less than eight (8) feet in height, unless otherwise approved in writing by the Committee. Fences on Golf Course Lots (along or adjacent to and basically parallel to the rear Lot lines of the Golf Course Lots) shall be (i) constructed of see through ornamental iron and be six (6) feet in height or less.

No chain link fences shall be permitted.

No wood fences shall be permitted.

All fences shall be the same ornamental iron or masonry used in the residence located on such Lot.

Ownership of any wall, fence or hedge erected on a Lot by Declarant (and the right to erect any such wall, fence or hedge for such purpose is hereby reserved in favor of Declarant, its successors and assigns) shall pass with title to such Lot and it shall be the Owner's responsibility to maintain said wall thereafter. In the event of default on the part of the Owner of any Lot in maintaining said wall, and continuance of such default for ten (10) days written notice thereof, Declarant, its successors or assigns may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause said protective screening to be repaired or maintained or to take any other action necessary to secure compliance with this Declaration, and place said wall in a satisfactory condition, and may charge the Owner or occupant of such Lot for the cost of such work by submitting a statement to such Owner setting forth the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot, to pay such statement immediately upon receipt thereof. The amount of such charge, together with interest thereon at the rate of ten percent (10%) per annum and reasonable costs of collection, shall be a charge and continuing lien upon such Lot, as well as the continuing personal obligation of the Owner of such Lot at the time such charge is incurred. The lien securing such charge shall be second, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance or request of the Owner of any such Lot to secure the payment of monies advanced on account of the purchase price and/or improvement of any such Lot.

Section 13. Temporary and Other Structures. No structure of a temporary character, no trailer, mobile, modular or prefabricated home, tent, shack, barn, or any other like structure or building shall be placed on any Lot, either temporarily or permanently, and no residence house, garage or other structure appurtenant thereto shall be moved upon any Lot from another location; except, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain, such facilities in and upon the Properties as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and construction of other improvements in the Properties. Such facilities may include, but are not necessarily limited to, a temporary sales office. Declarant and builders shall also have the temporary right to use a residence situated on a Lot as a temporary office or model home during the period of and in

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connection with construction and sales operations in the Properties, but in no event shall a builder have such right for a period in excess of one (1) year from the date of substantial completion of his last residence in the Properties.

Section 14. Driveways and Culverts. Each Lot must be accessible to an adjoining street by a driveway suitable for such purpose before the residential structure located on any such Lot may be occupied or used. No Owner may block any drainage channel (including road ditches). The specifications for and construction of all drain tiles or culverts, whether to be installed in connection with a driveway or otherwise, must be approved in advance by the Committee. Driveways shall be entirely of concrete and shall be constructed with expansion joints not more than twenty feet apart, with one joint at the back of the street curb. The width of each driveway shall flare and the curb shall be cut in such a manner that the driveway shall be a least six (6) inches thick at its end toward the street paving, and this extreme shall be poured against a horizontal form board to reduce the unsightly appearance of a leveling driveway. Driveway surface to be exposed aggregate or stamped and colored concrete.

Section 15. Landscaping and Sprinkler System. A landscape plan shall be submitted with the construction plans for each Lot and must be approved by the Committee prior to issuance of a building permit. Each Lot on which a residential dwelling is constructed shall have and contain an underground water sprinkler system for the purpose of providing adequate water to all front yards and all side yards not enclosed by solid fencing. Each front yard shall be planted with a total of at least twelve (12) caliper inch oak trees; provided, however, any single oak trees used to satisfy this requirement shall contain at least three (3) caliper inches. Preservation of existing trees is encouraged and credit may be given toward the planting requirements for trees preserved in a healthy condition. The grass in all front yards shall be solid and common Bermuda grass or saint augustine, unless otherwise approved in writing by the Committee. Weather permitting, each Lot shall be fully landscaped within thirty (30) days after the date the residence thereon is ninety-five percent (95%) complete. Each Lot Owner shall be responsible for maintaining his Lot's landscaping in a healthy condition.

Section 16. Exterior Chimneys. All exterior exposed fireplace structures shall be masonry clad made from the same material as the residences. No metal chimney cap shall be allowed without written authorization from the Committee.

Section 17. Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot or from any portion of the Common Properties is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

Section 18. Septic Tanks. No privy, cesspool, or septic tank shall be placed or maintained upon or in any Lot, or any other portion of the Properties.

Section 19. Mail Deposit Receptacles. The Committee reserves the right to approve the type, design and installation of any mail delivery boxes or mail deposit receptacles.

Section 20. Signs. Except for signs, billboards or other advertising devices displayed by Declarant for so long as Declarant or any successors or assigns of Declarant to whom the rights of Declarant are expressly transferred, shall own any portion of the Properties, no sign of any kind shall be displayed to the public view on any Lot of the Common Properties except:

(a) Builders may display one (1) sign of not more than five (5) square feet on a Lot to advertise the Lot and residential structure situated thereon for sale during the sales and/or construction period; and

(b) Any Owner may display one (1) sign of not more than five (5) square feet on a Lot improved with a residential structure to advertise the Lot and residence for sale or rent.

Section 21. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot or upon the Common Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. The Board of Directors of the Association shall have the sole and

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exclusive discretion to determine what constitutes a nuisance or annoyance. No trucks larger than three-quarters of a ton, motor vehicle not currently licensed, boats, trailers, campers, motor or mobile homes or other vehicles shall be permitted to be parked on any Lot, except in a closed garage, or on any street, except passenger cars and trucks smaller than three-quarters of a ton may be parked on the street in front of the Lot for a period not to exceed twelve (12) hours in any twenty-four (24) hour period. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any Lot (except inside a closed garage), street, or any portion of the Common Properties. The use or discharge of firearms, air guns, bows and arrows, or any other device or instrument capable of injuring or killing, firecrackers, or other fireworks in the Properties is prohibited. No motor bikes, motorcycles, motor scooters, "go-carts", or other similar vehicles shall be permitted to be operated in the Properties, if, in the sole judgement of the Board of Directors of the Association, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance.

Section 22. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on any portion of the Common Properties, except that dogs, cats, or other common household pets (not to exceed three (3) adult animals) may be kept, but they shall not be bred or kept for commercial purposes. Any dogs, cats or other common household pets that may be kept on the premises of any Lot, shall, upon leaving or being taken from said Lot, be restrained in the care, custody and control of the pet's owner by a leash, rope, chain or other device, and shall not be allowed to run loose in the Common Properties, streets, the Golf Course, Lots, or any other areas.

Section 23. Garbage and Refuse Storage and Disposal. All Lots and the Common Properties shall at all time be kept in a healthful, sanitary and attractive condition. No Lot, street or any part of the Common Properties shall be used or maintained as a dumping grounds for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials with tightly-fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view. No Lot shall be used for open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which these materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. There is hereby reserved in favor of the Association the determination of the method of garbage disposal, that is, whether it shall be through public authority or through private garbage disposal service. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

In the event of default on the part of the Owner of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days written notice thereof, Declarant, or its successors and assigns may, at its option, without liability to the Owner in trespass or otherwise, enter upon said Lot and cause to be removed such building materials, garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration and in order to place said Lot in a neat, attractive, healthful and sanitary condition, and may assess the Owner of such Lot for the cost of such work, by submitting a statement setting forth the cost of such work to the Owner of such Lot. The Owner agrees by the purchase or occupancy of such Lot to pay such statement immediately upon receipt thereof. Each such assessment, together with interest thereon at the rate of ten percent (10%) per annum and reasonable costs of collection, shall be a charge and continuing lien upon such Lot, as well as the continuing personal obligation of the Owner of such Lot at the time of such assessment. The lien securing such assessment shall be second, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance or request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or improvement of any such Lot.

Section 24. Lot Maintenance.

(a) The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon.

4297 01960

as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon. The drying of clothes in full public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds, the Golf Course, or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: (i) the drying of clothes, (ii) yard equipment, (iii) woodpiles or storage piles, each of which is incident to the normal residential requirements of a typical family.

(b) Owners and occupants (including lessees) of any Lot shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements, grounds or drainage easements or other rights-of-way appurtenant thereto, and vacant land, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (i) Prompt removal of all litter, trash, refuse and waste;
- (ii) Lawn mowing on a regular basis;
- (iii) Tree and shrub pruning;
- (iv) Watering landscaped areas;
- (v) Keeping exterior lighting and maintenance facilities in working order;
- (vi) Keeping lawn and garden areas alive, free of weeds, and attractive;
- (vii) Keeping parking areas, driveways, curbs and roads in good repair;
- (viii) Complying with all government health and police requirements;
- (ix) Repair of exterior damages to improvements;
- (x) Cleaning of landscaped areas;
- (xi) Repainting of improvements.

In the event of default on the part of the Owner or occupant of any Lot in observing these requirements, or any of them, such default continuing after ten (10) days written notice thereof, Declarant or his successors and assigns may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass or do any other thing necessary to secure compliance with this Declaration in order to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work, by submitting a statement setting forth the cost of such work to the Owner or occupant of such Lot. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot to pay such statement immediately upon receipt thereof. Each such assessment, together with interest thereon at the rate of ten percent (10%) per annum and reasonable cost of collection, shall be a charge and continuing lien upon such Lot, as well as the continuing personal obligation of the Owner of such Lot at the time of such assessment. The lien securing such assessment shall be second, subordinate and inferior to all liens, present and future, give, granted and created by or at the instance or request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or improvements of any such lot.

(c) The Association shall maintain the landscape area from the front line of each residence to the street.

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Section 25. Utilities. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line.

Section 26. Drainage. Neither the Declarant nor the Association, or any of their successors or assigns, shall be liable for any loss of use of, or damage done to any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot whatsoever in the Subdivision caused by any water levels, rising waters, or drainage waters. No Owner shall do anything to cause or which causes the interruption or alteration of the planned drainage of the Properties as prescribed by Declarant or by anyone acting for Declarant in this particular matter.

Section 27. Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot or other portion of the Properties unless the express written consent of the Committee first shall have been obtained.

Section 28. Oil, Water and Mining Operations. No water well drilling, no oil drilling or development operations, all 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. No derrick or other structure designed for use in boring for oil and natural gas shall be erected, maintained or permitted upon any Lot.

Section 29. Use of Common Properties. There shall be no obstruction of any part of the Common Properties, which are intended to remain unobstructed for the reasonable use and enjoyment thereof. No Owner shall appropriate any part of the Common Properties to his exclusive use, nor shall any Owner do anything which would violate the easements, rights, and privileges of any Owner in regard to any portion of the Common Properties which is intended for the common use and benefit of all Owners. Except as may be herein permitted, no Member shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure, or improvements or store any of his personal property on the Common Properties or any part thereof without the written consent of the Association first being obtained. The Association shall have the right to remove anything placed on the Common Properties in violation of the provisions of this Section and to recover the cost of such removal from the Owner responsible, and to have a lien on such Owner's Lot to secure the payment of such cost, all on the same terms and provisions as are set forth in Article VIII, Section 24 hereof.

Section 30. Exempt Property. Notwithstanding any provisions herein to the contrary, the Common Properties shall not be subject to or burdened by the building and use restrictions set forth in this Article IX, except to the extent same are made specifically applicable to the Common Properties.

Section 31. Retaining Walls. Retaining walls may be constructed to achieve even grades for landscaping, pools, driveways or house foundations, any such retaining wall must be uniform in height with a flat top and must be constructed of compatible masonry materials approved by the Committee, which shall be consistent with the overall appearance of the neighborhood. No railroad ties or landscape timber retaining walls shall be permitted.

Section 32. Wall Surfaces Above Garage Doors. All wall surface above the garage doors shall be masonry to match the residence.

Section 33. Roof Pitch. Minimum slope of roof structure shall be 8:12 (8' rise: 12' run).

ARTICLE IX

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending December 31, 2050. During such

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initial term (a) the covenants and restrictions contained in all Articles hereof other than Articles VIII and IX may be changed or terminated only by an instrument signed by the then Owners of not less than ninety percent (90%) of the Lots in the Properties and approved by the Town Council of the Town of Trophy Club and properly recorded into the appropriate records of Denton County, Texas. Upon the expiration of such initial term, all of the covenants and restrictions of this Declaration (as changed, if changed), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years. During such ten (10) year extension periods, the covenants and restrictions contained in all Articles hereof other than Articles VIII and IX may be changed or terminated only by an instrument signed by the then Owners of not less than fifty-one percent (51%) of all the Lots in The Subdivision and approved by the Town Council of the Town of Trophy Club and properly recorded in the appropriate records of Denton County, Texas.

Section 2. Enforcement. The Association, as a common expense to be paid out of the Maintenance Fund, or any Owner at his own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments, and all other provisions set out in this Declaration. Failure of the Association or of any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of the right to take enforcement action any subsequent breach or default.

Section 3. Amendments by Declarant. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development, as evidenced by this Declaration and all Supplemental Declarations, and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

Section 4. Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part hereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration and all Supplemental Declarations shall govern.

Section 5. Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

Section 6. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 7. Gender and Grammar. The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Section 8. Severability. Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

ARTICLE X

Powers Granted to the Town of Trophy Club

Section 1. The Town of Trophy Club, Texas (the "Town") shall have the right, but not the obligation, to

Q297 01963

perform the maintenance obligations of the Association with respect to the Common Properties, if the Association fails to reasonably perform such maintenance obligations within ten (10) days after receipt by the Association of written notice from the Town stating the nature and extent of the Association's failure to maintain the Common Properties.

Section 2. Upon assuming such maintenance obligations, the Town may collect all maintenance assessments in accordance with the procedures specified herein and in any Bylaws or Articles of Incorporation of the Association, expending the amount of such assessments as is reasonably necessary, in the sole opinion of the Town, to perform the Association's maintenance obligations which it has failed to perform, and remitting the balance thereof to the Association forthwith.

Section 3. The Declarant and the Association understand and agree that the Covenants and Restrictions contained herein are not intended to restrict or limit the rights of the Town to exercise its legislative and governmental rights, duties and powers insofar as zoning of the Properties is concerned.

ARTICLE XI

Insurance, Repair and Restoration

Section 1. Right to Purchase Insurance. The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common Properties, the improvements thereon and appurtenant thereto, for the interest of the Association and all of Members thereof, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location and use to the subject property. Such insurance may include, but need not be limited to:

- (i) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier.
- (ii) Public liability and property damage insurance on a broad form basis.
- (iii) Fidelity bond for all directors, officers and employees of the Association having control over the receipt or the disbursement of funds in such penal sums as shall be determined by the Association in accordance with its Bylaws.
- (iv) Officers and directors liability insurance.

Section 2. Insurance Proceeds. Proceeds of insurance shall be disbursed by the insurance carrier to the Association or contractors designated by the Association as the Board of Directors may direct. The Association shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties.

Section 3. Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Article VI of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as such Owner's undivided responsibility, pay any excess costs of repair or replacement.

Section 4. Mortgage Protection. There may be attached to all policies of insurance against loss or damage by fire and other hazards, a mortgagee's or lender's loss payable clause; provided, however, that amounts payable

4297 01964

under such clause to the mortgagee may be paid to the Association to hold for the payment of costs of repair or replacement, subject to the provisions of Section 2 hereof. The Association shall be responsible to hold said monies or to collect additional monies if the proceeds are insufficient to pay for the cost of all repairs or replacements and shall ensure that all mechanic's, materialmen's and similar liens which may result from said repairs or replacements are satisfied.

Section 5. Destruction of Improvements or Individual Lot. In the event of destruction (total or partial) to the improvements on any individual Lot due to fire or any other cause each Owner covenants and agrees to clear and remove any and all debris resulting from such damage within (2) months after the date that the damage occurs and to complete all necessary repairs or reconstruction of the damaged improvements within one (1) year after the date that the damage occurs.

[Signature page follows]

4297 01965

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused the execution on this Declaration on the day and year first above written.

BECK PROPERTIES DEVELOPMENT - I, L.P.,
a Texas limited partnership

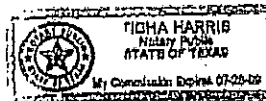
By: Beck Management, Inc.,
a Texas corporation, its general partner

By: Jeffrey L. Beck
Name: Jeffrey L. Beck
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF Denton §

Before me Jeffrey L. Beck on this day personally appeared Jeffrey L. Beck, known to me 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 16 day of March, 1999.



4297 01966

Tish Johnson
100 Trophy Club Drive
Trophy Club TX 76262

Filed for Record at:
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY
CLERK

On Mar 16 1999
At 2:38pm

Doc/Num : 99-R0022071
Doc/Type : DEC
Receipt #: 53.88
Doc/Num : 6.08
Receipt #: 18516
Deputy - MARY

4605 01990

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS**

**"THE VILLAS OF HOGAN'S GLEN"
(A Residential Subdivision)**

053130

THE STATE OF TEXAS)
)
COUNTY OF DENTON)
)
THE TOWN OF TROPHY CLUB)

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS, made on the date hereinafter set forth by BECK PROPERTIES DEVELOPMENT - I, L.P., a Texas limited partnership (hereinafter sometimes hereinafter referred to as "Developer" or "Declarant").

WITNESSETH:

WHEREAS, Developer heretofore executed that certain Declaration of Covenants and Restrictions for The Villas at Hogan's Glen (a Residential Subdivision) (the "Declaration"), filed for record as Instrument No. 99-R0025071, Volume 4297, Page 1941 in the Deed Records of Denton County, Texas, imposing on property in the Town of Trophy Club, as more particularly described therein, those certain covenants, restrictions and easements therein set forth for the benefit of The Villas of Hogan's Glen; and

WHEREAS, Developer is the Declarant, as defined in the Declaration.

WHEREAS, Developer desires to amend certain provisions in the Declaration in accordance with Article IX, Section 3 of the Declaration.

NOW, THEREFORE, in consideration of the foregoing, the Declaration is hereby amended as follows:

1. Article III, Section 1 of the Declaration is hereby amended in its entirety to read as follows:

"Description. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is all of The Villas of Hogan's Glen, being 9.80082 acres, approximately, out of the J.R. Michaels Survey, Abstract No. 821, and the C. Medlin Survey, Abstract No. 823, according to the Subdivision Plat thereof recorded in Cabinet Q, Page 57 of the Plat Records of Denton County, Texas (or any subsequently recorded plat thereof)."

2. The first paragraph of Article VI, Section 2 is hereby amended in its entirety to read as follows:

"Covenant for Assessments and Creation of Lien. Subject to the provisions set forth in Article VI, Sections 3 and 4 relating to the rate at which the maintenance charge and assessment imposed herein shall be paid on unimproved Lots, each and every Lot in the Properties is hereby severally subjected to and impressed with a regular monthly maintenance charge or assessment in the amount of ONE HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$125.00) per month per Lot (herein sometimes referred to as the "full maintenance charge") which assessment shall affect and run with the land, subject to increase and decrease, and payable as provided in Article VI, Section 5 below."

4605 01991

3. The second paragraph of Article VI, Section 5 is hereby amended in its entirety to read as follows:

"The Board of Directors of the Association may decrease or increase the amount of the maintenance charge or assessment provided for herein at any time and from time to time by the adoption of a resolution for such purpose, but no resolution increasing the maintenance charge shall become effective prior to the expiration of ninety (90) days from date of its adoption. The Owner of each Lot shall, within thirty (30) days from such effective date, pay to the Association the proportionate part of such increase for the balance of the year in which such resolution is adopted; provided, however, that no resolution of the Board of Directors which increases the amount of the maintenance charge or assessment to all Members by an amount in excess of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per year shall become effective unless and until such resolution is ratified either (i) by the written assent of the Members of the Association who in the aggregate then own at least fifty-one percent (51%) of the votes of the Members of the Association if no meeting of the membership is held for ratification, or (ii) by the assent of fifty-one percent (51%) of the votes of the Members of the Association who are present and voting in person or by proxy at a *special* meeting of the membership of the Association called for this purpose and at which a quorum is present. The written assent or the vote of the Members must be given prior to the effective date of such resolution of the Board of Directors. No increase in the maintenance charge or assessment shall take effect retroactively."

4. Article X, Section 3 of the Declaration is hereby amended in its entirety to read as follows:

"The Declarant, the Association and all Lot Owners acknowledge and agree that the Covenants and Restrictions contained herein are not intended to restrict or limit the rights of the Town to exercise its legislative and governmental rights, duties and powers insofar as zoning, building, use, maintenance and other like obligations for the Properties are concerned, and that all Lot Owners shall construct and maintain improvements, and maintain the land, in accordance with all applicable governmental (state, county, town and/or municipal) regulations, including, without limitation, any and all PD (Planned Development) ordinances, as the same may be amended from time to time.

5. Except as expressly amended and/or modified herein, the Declaration shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1605 01992

IN WITNESS WHEREOF, this First Amendment to Declaration of Covenants and Restrictions for The Villas of Hogan's Glen is hereby executed to be effective as of the 27th day of may, 2000.

DEVELOPER/DECLARANT:

BECK PROPERTIES DEVELOPMENT - I, L.P.,
a Texas limited partnership

By: Beck Management, Inc.,
a Texas corporation, its general partner

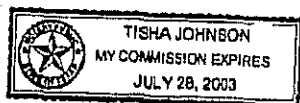
By: [Signature]
Name: Jeffrey L. Beck
Title: President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jeffrey L. Beck, President of Beck Management, Inc., a Texas corporation and general partner of Beck Properties Development - I, L.P., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 27th day of may, 2000.

(SEAL)



Tisha Johnson
Notary Public in and for the State of Texas

Tisha Johnson
July 28, 2003
Notary Public Printed or Typed Name
My Commission Expires:

AFTER RECORDING RETURN TO:

LAURA P. SIMS
JENKINS & FILCHRIST
1445 ROSS AVENUE, SUITE 3200
DALLAS, TX. 75202
Dallas 432239 v12 87505 0904

4605 01993

Filed for Record in:
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY
CLERK

On Jun 07 2000
At 1:34pm

Doc/Num : 00-R0053130
Doc/Type : AND
Recording: 9.00
Doc/Amnt : 6.00
Receipt #: 23198
Deputy - HARY

4321 00565

038674

**CORRECTION
SUPPLEMENTAL DECLARATION**

OF

COVENANTS AND RESTRICTIONS

FOR

"THE ESTATES OF HOGAN'S GLEN PHASE II"

(A Residential Subdivision)

4321 00566

STATE OF TEXAS

COUNTY OF DENTON

TOWN OF TROPHY CLUB

THIS DOCUMENT IS BEING RE-RECORDED FOR THE SOLE PURPOSE OF CORRECTING A SCRIVENER'S ERROR IN THAT CERTAIN SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE ESTATES OF HOGAN'S GLEN PHASE II RECORDED AS DOCUMENT NUMBER 99-R0025073 IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, REGARDING THE REFERENCE TO CABINET P, PAGE 34Z, WHICH SHOULD BE CABINET P, PAGE 32Z, IN SECTIONS 1 AND 2 OF THIS SUPPLEMENTAL DECLARATION.

THIS CORRECTION SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE ESTATES OF HOGAN'S GLEN PHASE II, is made on the date hereinafter set forth by BECK PROPERTIES TROPHY CLUB DEVELOPMENT 1, L.P. a Texas limited partnership (hereinafter referred to as "TCD1").

WITNESSETH:

WHEREAS, Beck Properties Development - I, L.P. ("Declarant") has heretofore executed that certain Declaration of Covenants and Restrictions for The Villas Hogan's Glen (A Residential Subdivision) (the "Declaration"), filed for record as Instrument Number R0025071 in the Deed Records of Denton County, Texas, imposing on property in the Town of Trophy Club, Texas described therein, those certain covenants, restrictions and easements therein set forth for the benefit The Villas of Hogan's Glen; and

WHEREAS, said Declaration contains provisions granting the owner of any property who desires to add it to the scheme of the Declaration and to subject it to the jurisdiction of the Association, if formed, the right, upon the satisfaction of the conditions specified in Article III, Section 3, subsections (a) and (b) of the Declaration, to file of record a Supplemental Declaration of Covenants and Restrictions, bringing within the plan of the Declaration, such additional property(ies); and

WHEREAS, TCD1 is the owner of the real property described in Article III, Section 1 of this Supplemental Declaration, and desires to provide for the preservation of the values and amenities in such property, and to this end, desires to bring such property within the plan of the Declaration, by subjecting such property to the scheme of the Declaration and the jurisdiction of the Association (if formed); and

4321 00567

NOW, THEREFORE, TDC 1 declares that the real property described in Article III, Section I hereof is and shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, restrictions and easements set forth in the Declaration, subject only to the following changes, as authorized by Article III, Section 3(a) of the Declaration:

AGREEMENTS

1. Article I, Definitions: The term "Subdivision Plats", for purposes of this Supplemental Declaration only, shall also include the map or plat of The Estates of Hogan's Glen Phase II, recorded in Cabinet P, Page 397 of the Plat Records of Denton County, Texas, or any subsequently recorded replat(s) thereof."

2. Article III, Properties Subject to this Declaration, Section 1 shall read as follows, for purposes of this Supplemental Declaration only:

"Description. The real property which is, and shall be, held, transferred, sold, conveyed and occupied pursuant to this Supplemental Declaration is all of The Estates of Hogan's Glen Phase II, being 6,659 acres, approximately, out of the J. R. Michaels Survey, Abstract 821, according to the Subdivision Plat thereof recorded in Cabinet P, Page 397 of the Plat Records of Denton County, Texas (or any subsequently recorded plat thereof)."

3. Article IV, The Association, Section 4(c) shall read as follows, for purposes of this Supplemental Declaration only:

"(c) Should the Board so elect, maintenance of exterior grounds, drives, parkways, private streets and access areas, including care of trees, shrubs and grass, the exact scope of which shall be further specified by the Board from time to time. In particular, the Board shall be empowered to contract with persons or entities who shall be responsible for the maintenance of landscaping, trees, shrubs, grass and like improvements which are located on the Common Properties. The Lots, and all landscaping, trees, shrubs, grass and like improvements thereon, shall be maintained by the individual Lot Owner."

4. Article IV, The Association, Section 4(d), for purposes of this Supplemental Declaration only, shall be deemed to also include the following statement:

"The Board of Directors reserves the right to allow access through The Subdivision to individuals who may not be members of the Association."

5. Article VIII, Building and Use Restrictions, Section 3 shall read as follows, for purposes of this Supplemental Declaration only:

"Minimum Lot Area: Lots may be resubdivided if, and only if, such subdivision results in each resubdivided Lot containing not less than fifteen thousand (15,000) square feet of land; provided, however, that Declarant shall have and reserves the right, at any time, to file a replat of the Subdivision Plat or Plats to effect a resubdivision or configuration of any Lots

4321 00568

In the Properties then owned by Declarant, so long as such results in each resubdivided Lot containing not less than fifteen thousand (15,000) square feet of land. The privilege to replat Lots in the Properties owned by Declarant reserve in this Article VIII, Section 3, shall be exercisable by Declarant or any successor to Declarant's ownership of such Lots, who acquires such ownership other than by purchase, and such privilege shall not be exercisable by, inure to the benefit of, or be assignable to any purchaser from Declarant or from any successor or assign of Declarant of any Lot in the Properties."

6. Article VIII, Building and Use Restrictions, Section 5 shall read as follows, for purposes of this Supplemental Declaration only:

"Minimum Floor Space: All floor areas referenced below are for air-conditioned floor areas, exclusive of porches, garages, or breezeways attached to the main dwelling. Each dwelling containing one-story constructed on any Lot shall contain a minimum of three thousand five hundred (3,500) square feet. Each dwelling containing more than 1-story constructed on any Lot shall contain a minimum of three thousand five hundred (3,500) square feet, of which not less than two thousand two hundred fifty (2,250) square feet shall be covered ground floor area."

7. The third sentence of Article VIII, Building and Use Restrictions, Section 6 shall read as follows, for purposes of this Supplemental Declaration only:

"No main residential structure shall be located on any Lot nearer than twenty-five (25) feet to any front Lot line nor twenty (20) feet to any rear Lot line."

8. The final paragraph of Article VIII, Building and Use Restrictions, Section 6 shall read as follows, for purposes of this Supplemental Declaration only:

"Unless otherwise approved in writing by the Committee, each main residence building will face the front of the Lot, except that an attached or detached structure, which is provided in addition to the required two (2) car garage, may face the street if the garage sits back at least fifty (50) feet from the property line which the garage faces."

9. With respect to The Estates of Hogan's Glen Phase II, the terms and provisions of the Declaration shall remain unchanged and in full force and effect, except as expressly amended and/or modified by this Supplemental Declaration.

10. With respect to The Villas of Hogan's Glen, the Declaration shall remain unchanged and in full force and effect as originally stated.

4321 00569

IN WITNESS WHEREOF, the undersigned has caused the execution on this Supplemental Declaration on this 15 day of April, 1999.

**BECK PROPERTIES TROPHY CLUB
DEVELOPMENT 1, L.P.,
a Texas limited partnership**

By: Beck Properties Communities, Inc.,
a Texas corporation, its general partner

By: [Signature]
Name: Jeffrey L. Beck
Title: President

**CONSENT AND ACKNOWLEDGMENT
OF DECLARANT:**

BECK PROPERTIES DEVELOPMENT - I, L.P.,

By: Beck Management, Inc.,
a Texas corporation, its general partner

By: [Signature]
Name: Jeffrey L. Beck
Title: President

4321 00570

THE STATE OF TEXAS

COUNTY OF Denton

Before me April 15, 1999 on this day personally appeared Jeffrey L. Beck, President of Beck Properties Communities, Inc., a Texas corporation, general partner of Beck Properties Trophy Club Development 1, L.P., a Texas limited partnership, known to me 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 15 day of April, 1999.

Tisha Harris
Notary Public in and for the State of Texas

My Commission expires:

7/28/99



THE STATE OF TEXAS

COUNTY OF Denton

Before me April 15, 1999 on this day personally appeared Jeffrey L. Beck, President of Beck Management, Inc., a Texas corporation, general partner of Beck Properties Development - I, L.P., a Texas limited partnership, known to me 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 15 day of April, 1999.

Tisha Harris
Notary Public in and for the State of Texas

My Commission expires:

7/28/99



4321 0057J

Attn: Lish Johnson
100 Trophy Club Dr.
Trophy Club St 76262

Filed for Record in:
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY
CLERK

On Apr 20 1999
At 10:31am

Doc/Num : 99-R0038674
Doc/Type : DEC
Recording : 15.00
Doc/Mgmt : 6.00
Receipt #: 15928
Deputy - MARY

201009 9 HOGAN'S GLEN - PHASE II

9.6.

4605 01994

STATE OF TEXAS §
COUNTY OF DENTON §
TOWN OF TROPHY CLUB §

053131

THIS FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE ESTATES OF HOGAN'S GLEN PHASE II (this "First Amendment"), is made on the date hereinafter set forth by BECK PROPERTIES DEVELOPMENT - I, L.P. a Texas limited partnership (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant has heretofore executed that certain Declaration of Covenants and Restrictions for The Villas Hogan's Glen (A Residential Subdivision) (the "Declaration"), filed for record as Instrument Number 99-R0025071 in Volume 4297, Page 1941 in the Deed Records of Denton County, Texas, imposing on property in the Town of Trophy Club, Texas described therein, those certain covenants, restrictions and easements therein set forth for the benefit The Villas of Hogan's Glen; and

WHEREAS, Beck Properties Trophy Club Development I, L.P., a Texas limited partnership and Declarant have heretofore executed that certain Supplemental Declaration of Covenants and Restrictions for "The Estates of Hogan's Glen Phase II", filed for record as Instrument No. 99-R0025073, re-filed to correct a scrivener's error as Instrument No. 99-R0038674 in Volume 4321, Page 565 in the Deed Records of Denton County, Texas (the "Phase II Supplemental Declaration"), submitting to the scheme of the Declaration the properties described therein, the same being known as The Estates of Hogan's Glen Phase II; and

WHEREAS, Declarant desires to amend certain provisions in the Phase II Supplemental Declaration in accordance with its rights under Article IX, Section 3 of the Declaration.

NOW, THEREFORE, in consideration of the foregoing, the Phase II Supplemental Declaration is hereby amended as follows:

6-7-2000

4605 01995

AGREEMENTS

1. The first paragraph of Article VI, Section 2 is hereby amended in its entirety to read as follows with respect to The Estates of Hogan's Glen Phase II only:

"Covenant for Assessments and Creation of Lien. Subject to the provisions set forth in Article VI, Sections 3 and 4 relating to the rate at which the maintenance charge and assessment imposed herein shall be paid on unimproved Lots, each and every Lot in the Properties is hereby severally subjected to and impressed with a regular monthly maintenance charge or assessment in the amount of SEVENTY FIVE AND NO/100 DOLLARS (\$75.00) per month per Lot (herein sometimes referred to as the "full maintenance charge") which assessment shall affect and run with the land, subject to increase and decrease, and payable as provided in Article VI, Section 5 below."

2. With respect to The Estates of Hogan's Glen Phase II, the terms and provisions of the Phase II Supplemental Declaration shall remain unchanged and in full force and effect, except as expressly amended and/or modified by this First Amendment.
3. With respect to The Villas of Hogan's Glen, the Declaration shall remain unchanged and in full force and effect as originally stated.

{Signatures page follows}

4605 01996

IN WITNESS WHEREOF, the undersigned has caused the execution on this First Amendment on this 30th day of May, 2000.

DECLARANT:

BECK PROPERTIES DEVELOPMENT - I, L.P.,

By: Beck Management, Inc.,
a Texas corporation, its general partner

By: [Signature]
Name: Jeffrey L. Beck
Title: President

THE STATE OF TEXAS

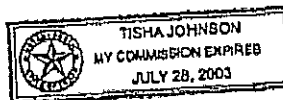
COUNTY OF Denton

Before me the undersigned Notary Public on this day personally appeared Jeffrey L. Beck, President of Beck Management, Inc., a Texas corporation, general partner of Beck Properties Development - I, L.P., a Texas limited partnership, known to me 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 30th day of May, 2000.

Tisha Johnson
Notary Public in and for the State of Texas

My Commission expires:
7/28/03



AFTER RECORDING RETURN TO:

LAURA P. SIMS
JENKENS & GILCHRIST
1445 ROSS AVENUE, SUITE 3200
DALLAS, TX. 75202

4605 01997

Filed for Record in:
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY
CLERK

On Jun 07 2000
At 1:34pm

Doc/Num : 00-R0053131
Doc/Type : AMO
Recording : 9.00
Doc/Sheet : 6.00
Receipt #: 23190
Deputy - MARY

Estate of Hogan's Glen - Texas, I

9.8.9
447.

1605 01998

STATE OF TEXAS §

COUNTY OF DENTON §

053132

TOWN OF TROPHY CLUB §

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE ESTATES OF HOGAN'S GLEN PHASE I, is made on the date hereinafter set forth by BECK PROPERTIES DEVELOPMENT - I, L.P., a Texas limited partnership ("Declarant"), BECK PROPERTIES TROPHY CLUB DEVELOPMENT I, L.P. a Texas limited partnership (hereinafter "TCDI"), PIERCE HOMES, INC., a Texas corporation (hereinafter, "Pierce"), SOVEREIGN TEXAS HOMES, LTD., a Texas limited partnership (hereinafter, "Sovereign") and JIM MCDONALD and wife, JOY MCDONALD (hereinafter, "McDonald").

WITNESSETH:

WHEREAS, Declarant has heretofore executed that certain Declaration of Covenants and Restrictions for The Villas Hogan's Glen (A Residential Subdivision) (the "Declaration"), filed for record as Instrument Number 99-R0025071 in Volume 4297, page 194 in the Deed Records of Denton County, Texas, imposing on property in the Town of Trophy Club, Texas described therein, those certain covenants, restrictions and easements therein set forth for the benefit The Villas of Hogan's Glen; and

WHEREAS, said Declaration contains provisions granting the owner of any property who desires to add it to the scheme of the Declaration and to subject it to the jurisdiction of the Association, if formed, the right, upon the satisfaction of the conditions specified in Article III, Section 3, subsections (a) and (b) of the Declaration, to file of record a Supplemental Declaration of Covenants and Restrictions, bringing within the plan of the Declaration, such additional property(ies); and

WHEREAS, Declarant, TCD I, Pierce, Sovereign and McDonald together are all of the owners of the real property described in Article III, Section 1 of this Supplemental Declaration, and each desires to provide for the preservation of the values and amenities in such property, and to this end, each desires to bring the property owned by it within the plan of the Declaration, by subjecting such property to the scheme of the Declaration and the jurisdiction of the Association (if formed); and

NOW, THEREFORE, each of Declarant, TCD I, Pierce, Sovereign and McDonald declares that the real property described in Article III, Section 1 hereof is and shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, restrictions and easements set forth in the Declaration, subject only to the following changes, as authorized by Article III, Section 3(a) of the Declaration:

6-7-2000

4605 01999

AGREEMENTS

1. Article I. Definitions: The term "Subdivision Plats", for purposes of this Supplemental Declaration only, shall also include the map or plat of The Estates of Hogan's Glen Phase I, recorded in Cabinet Q, Page 59 of the Plat Records of Denton County, Texas, as Instrument No. 99-R0024881, or any subsequently recorded replat(s) thereof.

2. Article III. Properties Subject to this Declaration, Section 1 shall read as follows, for purposes of this Supplemental Declaration only:

"Description. The real property which is, and shall be, held, transferred, sold, conveyed and occupied pursuant to this Supplemental Declaration is all of The Estates of Hogan's Glen Phase I, being 11.6504 acres, approximately, out of the J. R. Michael Survey, Abstract 821, according to the Subdivision Plat thereof recorded in Cabinet Q, Page 59 of the Plat Records of Denton County, Texas as Instrument No. 99-R0024881 (or any subsequently recorded plat thereof)."

3. Article IV. The Association, Section 4(c) shall read as follows, for purposes of this Supplemental Declaration only:

"(c) Should the Board so elect, maintenance of exterior grounds, drives, parkways, private streets and access areas, including care of trees, shrubs and grass, the exact scope of which shall be further specified by the Board from time to time. In particular, the Board shall be empowered to contract with persons or entities who shall be responsible for the maintenance of landscaping, trees, shrubs, grass and like improvements which are located on the Common Properties. The Lots, and all landscaping, trees, shrubs, grass and like improvements thereon, shall be maintained by the individual Lot Owner."

4. Article IV. The Association, Section 4(d), for purposes of this Supplemental Declaration only, shall be deemed to also include the following statement:

"The Board of Directors reserves the right to allow access through The Subdivision to individuals who may not be members of the Association."

5. The first paragraph of Article VI. Assessments and Charges, Section 2 shall read as follows, for the purposes of this Supplemental Declaration only:

"Subject to the provisions set forth in Article VI, Sections 3 and 4 relating to the rate at which the maintenance charge and assessment imposed herein shall be paid on unimproved Lots, each and every Lot in the Properties is hereby severally subjected to and impressed with a regular monthly maintenance charge or assessment (herein sometimes referred to as the "full maintenance charge") in the amount of SEVENTY FIVE AND NO/100 DOLLARS (\$75.00) per month per Lot, which assessment shall affect and run with the land, subject to increase and decrease, and payable as provided in Article VI, Section 5 below."

1605 02000

6. Article VIII. Building and Use Restrictions, Section 3 shall read as follows, for purposes of this Supplemental Declaration only:

"Minimum Lot Area: Lots may be resubdivided if, and only if, such subdivision results in each resubdivided Lot containing not less than fifteen thousand (15,000) square feet of land; provided, however, that Declarant shall have and reserves the right, at any time, to file a replat of the Subdivision Plat or Plats to affect a resubdivision or configuration of any Lots in the Properties then owned by Declarant, so long as such results in each resubdivided Lot containing not less than fifteen thousand (15,000) square feet of land. The privilege to replat Lots in the Properties owned by Declarant reserve in this Article VIII, Section 3, shall be exercisable by Declarant or any successor to Declarant's ownership of such Lots, who acquires such ownership other than by purchase, and such privilege shall not be exercisable by, inure to the benefit of, or be assignable to any purchaser from Declarant or from any successor or assign of Declarant of any Lot in the Properties."

7. Article VIII. Building and Use Restrictions, Section 5 shall read as follows, for purposes of this Supplemental Declaration only:

"Minimum Floor Space: All floor areas referenced below are for air-conditioned floor areas, exclusive of porches, garages, or breezeways attached to the main dwelling. Each dwelling containing one-story constructed on any Lot shall contain a minimum of three thousand five hundred (3,500) square feet. Each dwelling containing more than 1-story constructed on any Lot shall contain a minimum of three thousand five hundred (3,500) square feet, of which not less than two thousand two hundred fifty (2,250) square feet shall be covered ground floor area."

8. The third sentence of Article VIII. Building and Use Restrictions, Section 6 shall read as follows, for purposes of this Supplemental Declaration only:

"No main residential structure shall be located on any Lot nearer than twenty-five (25) feet to any front Lot line nor twenty (20) feet to any rear Lot line."

9. The final paragraph of Article VIII. Building and Use Restrictions, Section 6 shall read as follows, for purposes of this Supplemental Declaration only:

"Unless otherwise approved in writing by the Committee, each main residence building will face the front of the Lot, except that an attached or detached structure, which is provided in addition to the required two (2) car garage, may face the street if the garage sits back at least fifty (50) feet from the property line which the garage faces."

10. With respect to Properties covered under the original Declaration, the terms and provisions of the Declaration shall remain unchanged and in full force and effect as originally stated (and as amended from time to time) with respect to those Properties.

11. With respect to Properties covered under any Supplemental Declaration, including this Supplemental Declaration, the terms and provisions of the Declaration shall remain unchanged and

4605 02001

in full force and effect, except to the extent amended and/or modified by each of said Supplemental Declaration(s) respectively (as amended from time to time).

IN WITNESS WHEREOF, the undersigned, being all of the owners of The Estates of Hogan's Glen Phase I, have caused the execution on this Supplemental Declaration on this 30th day of May, 2000.

OWNERS:

BECK PROPERTIES DEVELOPMENT - I, L.P.,
a Texas limited partnership

By: Beck Management, Inc.
a Texas corporation, its general partner

By: 

Name: Jeffrey L. Beck, President

**BECK PROPERTIES TROPHY CLUB
DEVELOPMENT I, L.P.,**
a Texas limited partnership

By: Beck Properties Communities, Inc.,
a Texas corporation, its general partner

By: 

Name: Jeffrey L. Beck
Title: President

PIERCE HOMES, INC.,
a Texas corporation

By: Hershel Pearce
Name: Hershel Pearce
Title: President

4605 02002

SOVEREIGN TEXAS HOMES, LTD.,
a Texas limited partnership

By: Shawn W. Walsh
a _____, its general
partner

By: Lorenia Moran
Name: Shawn W. Walsh
Title: Vice-President

Jim McDonald
JIM MCDONALD

Joy McDonald
JOY MCDONALD

CONSENT AND ACKNOWLEDGMENT OF DECLARANT, as Declarant:

BECK PROPERTIES DEVELOPMENT - I, L.P.,

By: Beck Management, Inc.,
a Texas corporation, its general partner

By: Jeffrey L. Beck
Name: Jeffrey L. Beck, President

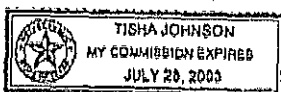
THE STATE OF TEXAS §
§
COUNTY OF Denton §

(Declarant, as Declarant)

Before me _____ on this day personally appeared Jeffrey L. Beck,
President of Beck Management, Inc., a Texas corporation, general partner of Beck Properties
Development - I, L.P., a Texas limited partnership, known to me 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 22 day of May, 2000.

(SEAL)



Tisha Johnson
Notary Public in and for the State of Texas

Tisha Johnson
Notary Public Printed or Typed Name

My Commission Expires: 7/20/03

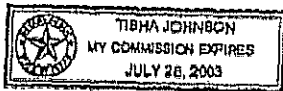
4605 02003

THE STATE OF TEXAS §
 §
COUNTY OF Denton §

Before me _____ on this day personally appeared Jim McDonald, a Texas resident, known to me 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 22 day of May, 2000.

(SEAL)



Tisha Johnson
Notary Public in and for the State of Texas

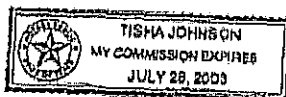
Tisha Johnson
Notary Public Printed or Typed Name
My Commission Expires: 7/28/03

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me _____ on this day personally appeared Joy McDonald, a Texas resident and wife of Jim McDonald, known to me 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 22 day of May, 2000.

(SEAL)



Tisha Johnson
Notary Public in and for the State of Texas

Tisha Johnson
Notary Public Printed or Typed Name
My Commission Expires: 7/28/03

4605 02004

THE STATE OF TEXAS

§
§
§

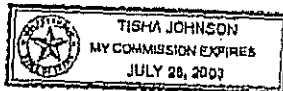
(Declarant, as an owner)

COUNTY OF Denton

Before me _____ on this day personally appeared Jeffrey L. Beck, President of Beck Management, Inc., a Texas corporation, general partner of Beck Properties Development - I, L.P., a Texas limited partnership, known to me 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 22 day of May, 2000.

(SEAL)



Tisha Johnson
Notary Public in and for the State of Texas
Tisha Johnson
Notary Public Printed or Typed Name
My Commission Expires: 7/28/03

THE STATE OF TEXAS

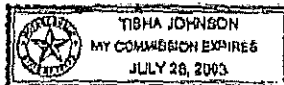
§
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§

COUNTY OF Denton

Before me _____ on this day personally appeared Jeffrey L. Beck, President of Beck Properties Communities, Inc., a Texas corporation, general partner of Beck Properties Trophy Club Development I, L.P., a Texas limited partnership, known to me 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 22 day of May, 2000.

(SEAL)



Tisha Johnson
Notary Public in and for the State of Texas
Tisha Johnson
Notary Public Printed or Typed Name
My Commission Expires: 7/28/03

14605 02005

THE STATE OF TEXAS

COUNTY OF Uvalde

§
§
§

Before me _____ on this day personally appeared Henrick H. Pierce
CEO of Pierce Homes, Inc., a Texas corporation, known to me 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 18th day of May, 2000.

(SEAL)



Joan A. Bending
Notary Public in and for the State of Texas

Joan A. Bending
Notary Public Printed or Typed Name
My Commission Expires: 10-02-03

THE STATE OF TEXAS

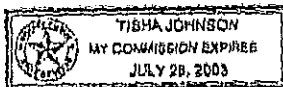
COUNTY OF Denton

§
§
§

Before me _____ on this day personally appeared Tom Watson
of _____ a _____, general partner of
Sovereign Texas Homes, Ltd., a Texas limited partnership, known to me 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 22 day of May, 2000.

(SEAL)



Tisha Johnson
Notary Public in and for the State of Texas

Tisha Johnson
Notary Public Printed or Typed Name
My Commission Expires: 7/28/03

AFTER RECORDING RETURN TO:

LAURA, P. SIMS
JENKENS & GILCHRIST
1445 ROSS AVENUE, SUITE 3200
DALLAS, TX. 75202

1,605 02006

Filed for Record in:
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY
CLERK

On Jun 97 2008
At 1:34pm

Doc/Num : 00-R0053132
Doc/Type : DEC
Recording : 19.00
Doc/Hgt : 6.00
Receipt #: 2319A
Deputy - MARY

Enclave of Hogan's Glen

9/8/00
9 51

4605 02007

STATE OF TEXAS

053133

COUNTY OF DENTON

TOWN OF TROPHY CLUB

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE ENCLAVE, is made on the date hereinafter set forth by BECK PROPERTIES DEVELOPMENT - I, L.P., a Texas limited partnership (hereinafter, "Declarant"), BECK PROPERTIES TROPHY CLUB, L.P. a Texas limited partnership (hereinafter, "BPTC"), MARC ALLEN CUSTOM HOMES, INC. (hereinafter, "Allen"), McNOR CONSTRUCTION SERVICES, LTD., a Texas limited partnership (hereinafter, "McNor"), Richard E. Bloomfield, Barbara R. Bloomfield and Richard C. Bloomfield (hereinafter collectively, ("Bloomfield")), and Jay Jones and Jimmie Jones (hereinafter collectively, "Jones").

WITNESSETH:

WHEREAS, Declarant has heretofore executed that certain Declaration of Covenants and Restrictions for The Villas at Hogan's Glen (A Residential Subdivision) (the "Declaration"), filed for record as Instrument Number R0025071 in the Deed Records of Denton County, Texas, imposing on property in the Town of Trophy Club, Texas described therein, those certain covenants, restrictions and easements therein set forth for the benefit The Villas of Hogan's Glen; and

WHEREAS, said Declaration contains provisions granting the owner of any property who desires to add it to the scheme of the Declaration and to subject it to the jurisdiction of the Association, if formed, the right, upon the satisfaction of the conditions specified in Article III, Section 3, subsections (a) and (b) of the Declaration, to file of record a Supplemental Declaration of Covenants and Restrictions, bringing within the plan of the Declaration, such additional property (ies); and

WHEREAS, Declarant, BPTC, Allen, McNor, Bloomfield and Jones are together, as of the date hereof, all of the owners of the real property described in Article III, Section 1 of this Supplemental Declaration, and each desires to provide for the preservation of the values and amenities in such property, and to this end, each desires to bring such property within the plan of the Declaration, by subjecting such property to the scheme of the Declaration and the jurisdiction of the Association; and

NOW, THEREFORE, each of Declarant, BPTC, Allen, McNor, Bloomfield and Jones declares that the real property described in Article III, Section 1 hereof is and shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, restrictions and easements set forth in the Declaration, subject only to the following changes, as authorized by Article III, Section 3(a) of the Declaration:

6-7-2000

4605 02008

AGREEMENTS

1. Article I. Definitions. The term "Subdivision Plat", for purposes of this Supplemental Declaration only, shall also include the map or plat of The Enclave, recorded in Cabinet P, Page 399 of the Plat Records of Denton County, Texas, or any subsequently recorded replat(s) thereof."

2. Article III. Properties Subject to this Declaration. Section 1 shall read as follows, for purposes of this Supplemental Declaration only:

"Description. The real property which is, and shall be, held, transferred, sold, conveyed and occupied pursuant to this Supplemental Declaration is all of The Enclave, being 3.864 acres, approximately, out of the J.R. Medlin Survey, Abstract 821 and the C. Medlin Survey, Abstract 823, according to the Subdivision Plat thereof recorded as Document No. 99-R0013972 in Cabinet P, Page 399 of the Plat Records of Denton County, Texas (or any subsequently recorded plat thereof)."

3. Article IV. The Association. Section 4(c) shall read as follows, for purposes of this Supplemental Declaration only:

"(c) Should the Board so elect, maintenance of exterior grounds, drives, parkways, private streets and access areas, including care of trees, shrubs and grass, the exact scope of which shall be further specified by the Board from time to time. In particular, the Board shall be empowered to contract with persons or entities who shall be responsible for the maintenance of landscaping, trees, shrubs, grass and like improvements which are located on the Common Properties. The Lots, and all landscaping, trees, shrubs, grass and like improvements thereon, shall be maintained by the individual Lot Owner."

4. Article IV. The Association. Section 4(d), for purposes of this Supplemental Declaration only, shall be deemed to also include the following statement:

"The Board of Directors reserves the right to allow access through The Subdivision to individuals who may not be members of the Association."

5. The first paragraph of Article VI. Assessments and Charges. Section 2 shall read as follows, for the purposes of this Supplemental Declaration only:

"Covenant for Assessments and Creation of Lien. Subject to the provisions set forth in Article VI, Sections 3 and 4 relating to the rate at which the maintenance charge and assessment imposed herein shall be paid on unimproved Lots, each and every Lot in the Properties is hereby severally subjected to and impressed with a regular monthly maintenance charge or assessment in the amount of SEVENTY FIVE AND NO/100 DOLLARS (\$75.00) per month per Lot (herein sometimes referred to as the "full maintenance charge") which assessment shall affect and run with the land, subject to increase and decrease, and payable as provided in Article VI, Section 5 below."

14605 02009

6. Article VIII, Building and Use Restrictions, Section 3 shall read as follows, for purposes of this Supplemental Declaration only:

"Minimum Lot Area: Lots may be resubdivided if, and only if, such subdivision results in each resubdivided Lot containing not less than fifteen thousand (15,000) square feet of land; provided, however, that Declarant shall have and reserves the right, at any time, to file a replat of the Subdivision Plat or Plats to affect a resubdivision or configuration of any Lots in the Properties then owned by Declarant, so long as such results in each resubdivided Lot containing not less than fifteen thousand (15,000) square feet of land. The privilege to replat Lots in the Properties owned by Declarant reserve in this Article VIII, Section 3, shall be exercisable by Declarant or any successor to Declarant's ownership of such Lots, who acquires such ownership other than by purchase, and such privilege shall not be exercisable by, inure to the benefit of, or be assignable to any purchaser from Declarant or from any successor or assign of Declarant of any Lot in the Properties."

7. Article VIII, Building and Use Restrictions, Section 5 shall read as follows, for purposes of this Supplemental Declaration only:

"Minimum Floor Space: All floor areas referenced below are for air-conditioned floor areas, exclusive of porches, garages, or breezeways attached to the main dwelling. Each dwelling containing one-story constructed on any Lot shall contain a minimum of three thousand five hundred (3,500) square feet. Each dwelling containing more than 1-story constructed on any Lot shall contain a minimum of three thousand five hundred (3,500) square feet, of which not less than two thousand two hundred fifty (2,250) square feet shall be covered ground floor area."

8. The third sentence of Article VIII, Building and Use Restrictions, Section 6 shall read as follows, for purposes of this Supplemental Declaration only:

"No main residential structure shall be located on any Lot nearer than twenty-five (25) feet to any front Lot line nor twenty (20) feet to any rear Lot line."

9. The final paragraph of Article VIII, Building and Use Restrictions, Section 6 shall read as follows, for purposes of this Supplemental Declaration only:

"Unless otherwise approved in writing by the Committee, each main residence building will face the front of the Lot, except that an attached or detached structure, which is provided in addition to the required two (2) car garage, may face the street if the garage sits back at least fifty (50) feet from the property line which the garage faces."

10. With respect to Properties covered under the original Declaration, the terms and provisions of the Declaration shall remain unchanged and in full force and effect as originally stated (and as amended from time to time) with respect to those Properties.

4605 02010

11. With respect to Properties covered under any Supplemental Declaration, including this Supplemental Declaration, the terms and provisions of the Declaration shall remain unchanged and in full force and effect, except to the extent amended and/or modified by each of said Supplemental Declaration(s) respectively (as amended from time to time).

[Signature pages follow]

4605 02011

IN WITNESS WHEREOF, the undersigned, being all of the owners of The Enclave, have caused the execution on this Supplemental Declaration on this 20th day of May, 2000.

BECK PROPERTIES TROPHY CLUB, L.P.,
a Texas limited partnership

By: Beck Properties Communities, Inc.,
a Texas corporation, its sole general partner

By: [Signature]
Name: Jeffrey A. Beck
Title: President

BECK PROPERTIES DEVELOPMENT - I, L.P.,

By: Beck Management, Inc.,
a Texas corporation, its general partner

By: [Signature]
Name: Jeffrey A. Beck
Title: President

MARC ALLEN CUSTOM HOMES, INC.,
a Texas corporation

By: [Signature]
Name: [Signature]
Title: President

McNOR CONSTRUCTION SERVICE, LTD.,
a Texas limited partnership

By: McNor Group, LLC,
a Texas limited liability company
its general partner

By: [Signature]
Name: LEAC, LLC
Its: [Signature]

4605 02012

Richard E. Bloomfield
RICHARD E. BLOOMFIELD

Barbara R. Bloomfield
BARBARA R. BLOOMFIELD

Richard E. Bloomfield
RICHARD E. BLOOMFIELD

Jay W. Jones
JAY JONES

Jimmie Jones
JIMMIE JONES

**CONSENT AND ACKNOWLEDGMENT
OF DECLARANT:**

BECK PROPERTIES DEVELOPMENT - I, L.P.,

By: Beck Management, Inc.,
a Texas corporation, its general partner

By: Jeffrey L. Beck
Name: Jeffrey L. Beck
Title: President

THE STATE OF TEXAS

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§
§

DECLARANT, as Declarant

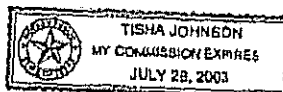
COUNTY OF Denton

Before me Jeffrey L. Beck on this day personally appeared Jeffrey L. Beck, President of Beck Management, Inc., a Texas corporation, general partner of Beck Properties Development I, L.P., a Texas limited partnership, known to me 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 22 day of May, 2000.

Tisha Johnson
Notary Public in and for the State of Texas

My Commission expires: 7/28/03



4605 02013

THE STATE OF TEXAS

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BPTC

COUNTY OF Denton

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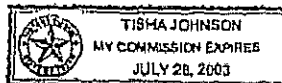
Before me _____ on this day personally appeared Jeffrey L. Beck, President of Beck Properties Communities, Inc., a Texas corporation, general partner of Beck Properties Trophy Club, L.P., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22 day of May, 2000.

Tisha Johnson
Notary Public in and for the State of Texas

My Commission expires:

7/28/03



THE STATE OF TEXAS

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DECLARANT, as an owner

COUNTY OF Denton

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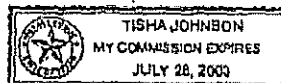
Before me _____ on this day personally appeared Jeffrey L. Beck, President of Beck Management, Inc., a Texas corporation, general partner of Beck Properties Development - I, L.P., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22 day of May, 2000.

Tisha Johnson
Notary Public in and for the State of Texas

My Commission expires:

7/28/03



4605 02014

THE STATE OF TEXAS

COUNTY OF Denton

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ALLEN

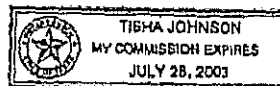
Before me _____ on this day personally appeared Michael Cusso, President of Marc Allen Custom Homes, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22 day of May, 2000.

Tisha Johnson
Notary Public in and for the State of Texas

My Commission expires:

7/28/03



THE STATE OF TEXAS

COUNTY OF Denton

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McNOR

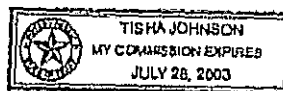
Before me _____ on this day personally appeared Lance White Member of McNor Group, LLC, a Texas limited liability company and general partner of McNor Construction Services, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22 day of May, 2000.

Tisha Johnson
Notary Public in and for the State of Texas

My Commission expires:

7/28/03



4605 02015

THE STATE OF TEXAS

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COUNTY OF Denton

BLOOMFIELD

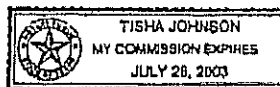
Before me _____ on this day personally appeared Richard E. Bloomfield, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22 day of May, 2000.

Tisha Johnson
Notary Public in and for the State of Texas

My Commission expires:

7/28/03



THE STATE OF TEXAS

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COUNTY OF Denton

BLOOMFIELD

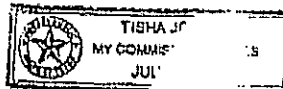
Before me _____ on this day personally appeared Barbara R. Bloomfield, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22 day of May, 2000.

Tisha Johnson
Notary Public in and for the State of Texas

My Commission expires:

7/28/03



4605 02016

THE STATE OF TEXAS §
 §
COUNTY OF Denton §

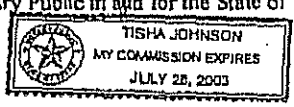
BLOOMFIELD

Before me _____ on this day personally appeared Richard E. Bloomfield, known to me 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 _____ day of _____, 2000.

Tisha Johnson
Notary Public in and for the State of Texas

My Commission expires: 7/28/03



THE STATE OF TEXAS §
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COUNTY OF Denton §

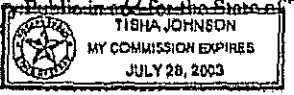
JONES

Before me _____ on this day personally appeared Jay Jones, known to me 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 22 day of May, 2000.

Tisha Johnson
Notary Public in and for the State of Texas

My Commission expires: 7/28/03



THE STATE OF TEXAS §
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COUNTY OF Denton §

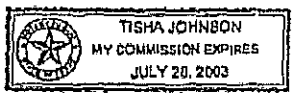
JONES

Before me _____ on this day personally appeared Jimmie Jones, known to me 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 22 day of May, 2000.

Tisha Johnson
Notary Public in and for the State of Texas

My Commission expires: 7/28/03



AFTER RECORDING RETURN TO:
LAURA P. SIMS
JENKENS & GILCHRIST
1445 ROSS AVENUE, SUITE 3200
DALLAS, TEXAS 75202

14605 02017

Filed for Record in:
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY
CLERK

On Jun 07 2000
At 1:34pm

Doc/Num : 00-R0053133
Doc/Type : DEC
Recording : 23.00
Doc/Mgmt : 6.00
Receipt #: 23198
Deputy - MARY

Water's
Edge

San 5/1 DRH TITLE:

4610 02162

STATE OF TEXAS

COUNTY OF DENTON

TOWN OF TROPHY CLUB

055849

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR WATER'S EDGE AT HOGAN'S GLEN, is made on the date hereinafter set forth by BECK PROPERTIES TROPHY CLUB, L.P. a Texas limited partnership (hereinafter referred to as "Beck").

WITNESSETH:

WHEREAS, Beck Properties Development-I, L.P. ("Declarant") has heretofore executed that certain Declaration of Covenants and Restrictions for The Villas of Hogan's Glen (A Residential Subdivision) (as amended from time to time, the "Declaration"), filed for record as Instrument Number R0025071 in the Deed Records of Denton County, Texas, imposing on property in the Town of Trophy Club, Texas described therein, those certain covenants, restrictions and easements therein set forth for the benefit The Villas of Hogan's Glen; and

WHEREAS, said Declaration contains provisions granting the owner of any property who desires to add it to the scheme of the Declaration and to subject it to the jurisdiction of the Association, if formed, the right, upon the satisfaction of the conditions specified in Article III, Section 3, subsections (a) and (b) of the Declaration, to file of record a Supplemental Declaration of Covenants and Restrictions, bringing within the plan of the Declaration, such additional property(ies); and

WHEREAS, Beck is the owner of the real property described in Article III, Section 1 of this Supplemental Declaration, and desires to provide for the preservation of the values and amenities in such property, and to this end, desires to bring such property within the plan of the Declaration, by subjecting such property to the scheme of the Declaration and the jurisdiction of the Association (if formed); and

NOW, THEREFORE, Beck declares that the real property described in Article III, Section 1 hereof is and shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, restrictions and easements set forth in the Declaration, subject only to the following changes, as authorized by Article III, Section 3(a) of the Declaration:

4610 02163

AGREEMENTS

1. Article I. Definitions: The term "Subdivision Plats", for purposes of this Supplemental Declaration only, shall also include the map or plat of Water's Edge at Hogan's Glen, Phase I, recorded in Cabinet S, Pages 39 & 40 of the Plat Records of Denton County, Texas, or any subsequently recorded replat(s) thereof."

2. Article III. Properties Subject to this Declaration, Section 1 shall read as follows, for purposes of this Supplemental Declaration only:

"Description. The real property which is, and shall be, held, transferred, sold, conveyed and occupied pursuant to this Supplemental Declaration is all of Water's Edge at Hogan's Glen, Phase I, being 7.677 acres, approximately, out of the J.R. Michaels Survey, Abstract 821, according to the Subdivision Plat thereof recorded in Cabinet S, Pages 39 & 40 of the Plat Records of Denton County, Texas (or any subsequently recorded plat thereof)."

3. Article IV. The Association, Section 4(c) shall read as follows, for purposes of this Supplemental Declaration only:

"(c) Should the Board so elect, maintenance of exterior grounds, drives, parkways, private streets and access areas, including care of trees, shrubs and grass, the exact scope of which shall be further specified by the Board from time to time. In particular, the Board shall be empowered to contract with persons or entities who shall be responsible for the maintenance of landscaping, trees, shrubs, grass and like improvements which are located on the Common Properties. The Lots, and all landscaping, trees, shrubs, grass and like improvements thereon, shall be maintained by the individual Lot Owner."

4. Article IV. The Association, Section 4(d), for purposes of this Supplemental Declaration only, shall be deemed to also include the following statement:

"The Board of Directors reserves the right to allow access through The Subdivision to individuals who may not be members of the Association."

5. The first paragraph of Article VI. Assessments and Charges, Section 2 shall read as follows, for the purposes of this Supplemental Declaration only:

"Subject to the provisions set forth in Article VI, Sections 3 and 4 relating to the rate at which the maintenance charge and assessment imposed herein shall be paid on unimproved Lots, each and every Lot in the Properties is hereby severally subjected to and impressed with a regular monthly maintenance charge or assessment (herein sometimes referred to as the "full maintenance charge") in the amount of SEVENTY FIVE AND NO/100 DOLLARS (\$75.00) per month, which assessment shall affect and run with the land, subject to increase and decrease, and payable, as provided in Article VI, Section 5 below."

4610 02164

6. Article VIII, Building and Use Restrictions, Section 3 shall read as follows, for purposes of this Supplemental Declaration only:

"Minimum Lot Area: Lots may be resubdivided if, and only if, such subdivision results in each resubdivided Lot containing not less than fifteen thousand (15,000) square feet of land; provided, however, that Declarant shall have and reserves the right, at any time, to file a replat of the Subdivision Plat or Plats to affect a resubdivision or configuration of any Lots in the Properties then owned by Declarant, so long as such results in each resubdivided Lot containing not less than fifteen thousand (15,000) square feet of land. The privilege to replat Lots in the Properties owned by Declarant reserved in this Article VIII, Section 3, shall be exercisable by Declarant or any successor to Declarant's ownership of such Lots, who acquires such ownership other than by purchase, and such privilege shall not be exercisable by, inure to the benefit of, or be assignable to any purchaser from Declarant or from any successor or assign of Declarant of any Lot in the Properties."

7. Article VIII, Building and Use Restrictions, Section 5 shall read as follows, for purposes of this Supplemental Declaration only:

"Minimum Floor Space: All floor areas referenced below are for air-conditioned floor areas, exclusive of porches, garages, or breezeways attached to the main dwelling. Each dwelling containing one-story constructed on any Lot shall contain a minimum of three thousand five hundred (3,500) square feet. Each dwelling containing more than 1-story constructed on any Lot shall contain a minimum of three thousand five hundred (3,500) square feet, of which not less than two thousand two hundred fifty (2,250) square feet shall be covered ground floor area."

8. The third sentence of Article VIII, Building and Use Restrictions, Section 6 shall read as follows, for purposes of this Supplemental Declaration only:

"No main residential structure on a Lot shall be located nearer than twenty-five (25) feet to any front Lot line nor nearer than twenty (20) feet to any rear Lot line (except as may be otherwise noted on the Subdivision Plat)."

9. The final paragraph of Article VIII, Building and Use Restrictions, Section 6 shall read as follows, for purposes of this Supplemental Declaration only:

"Unless otherwise approved in writing by the Committee, each main residence building will face the front of the Lot. A two-car garage is required, and said two-car garage may not face the street. Additional garages may face the street if, and only if, the garage door thereof is located at least fifty (50) feet from the property line which it faces."

10. With respect to Properties covered under the original Declaration, the terms and provisions of the Declaration shall remain unchanged and in full force and effect as originally stated (and as amended from time to time) with respect to those Properties.

610 02165

11. With respect to Properties covered under any Supplemental Declaration, including this Supplemental Declaration, the terms and provisions of the Declaration shall remain unchanged and in full force and effect, except to the extent amended and/or modified by each of said Supplemental Declaration(s) respectively (as amended from time to time).

IN WITNESS WHEREOF, the undersigned has caused the execution on this Supplemental Declaration on the day and year first above written.

BECK PROPERTIES TROPHY CLUB, L.P.,
a Texas limited partnership

By: Beck Properties Communities, Inc.,
a Texas corporation, its sole general partner

By: Jeffrey L. Beck
Name: Jeffrey L. Beck
Title: President

CONSENT AND ACKNOWLEDGMENT
OF DECLARANT:

BECK PROPERTIES DEVELOPMENT - I, L.P.,

By: Beck Management, Inc.,
a Texas corporation, its general partner

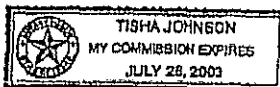
By: Jeffrey L. Beck
Name: Jeffrey L. Beck
Title: President

4610 02166

THE STATE OF TEXAS §
COUNTY OF Denton §

Before me, a Notary Public, on this day personally appeared Jeffrey L. Beck, President of Beck Properties Communities, Inc., a Texas corporation, general partner of Beck Properties Trophy Club, L.P., a Texas limited partnership, known to me 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 8 day of June, 2000.



Tisha Johnson
Notary Public in and for the State of Texas

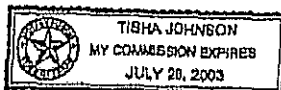
Tisha Johnson (Type or Print Name)

My commission expires: 7/28/03

THE STATE OF TEXAS §
COUNTY OF Denton §

Before me, a Notary Public, on this day personally appeared Jeffrey L. Beck, President of Beck Management, Inc., a Texas corporation, general partner of Beck Properties Development - I, L.P., a Texas limited partnership, known to me 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 8 day of June, 2000.



Tisha Johnson
Notary Public in and for the State of Texas

Tisha Johnson (Type or Print Name)

My commission expires: 7/28/03

After recording return to:
Laura P. Sims
Jenkins & Gilchrist
1445 Ross Avenue, Suite 3200
Dallas, Texas 75202

4610 02167

Filed for Record in:
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY
CLERK

On Jun 14 2000
At 12:56pm

Doc/Num : 00-00055849
Doc/Type : DEC
Recording : 13.00
Doc/Plant : 6.00
Receipt #: 04307
Deputy - MARY

28.00 (C125)

STATE OF TEXAS §
 §
COUNTY OF DENTON §
 §
TOWN OF TROPHY CLUB §

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE VILLAS OF HOGAN'S GLEN PHASE II, is made on the date hereinafter set forth by BECK PROPERTIES DEVELOPMENT-I, L.P. a Texas limited partnership (hereinafter referred to as "Declarant").

WITNESSTH:

WHEREAS, Declarant has heretofore executed that certain Declaration of Covenants and Restrictions for The Villas of Hogan's Glen (A Residential Subdivision) filed for record as Instrument Number R0025071 in the Deed Records of Denton County, Texas (as amended from time to time, the "Declaration"), imposing on property in the Town of Trophy Club, Texas described therein, those certain covenants, restrictions and easements therein set forth for the benefit of The Villas of Hogan's Glen; and

WHEREAS, said Declaration contains provisions granting the owner of any property who desires to add it to the scheme of the Declaration and to subject it to the jurisdiction of the Association the right, upon the satisfaction of the conditions specified in Article III, Section 3, subsection (a) of the Declaration, to file of record a Supplemental Declaration of Covenants and Restrictions, bringing within the plan of the Declaration, such additional property(ies); and

WHEREAS, Declarant is the owner of the real property described in Article III, Section 1 of this Supplemental Declaration, and desires to provide for the preservation of the values and amenities in such property, and to this end, desires to bring such property within the plan of the Declaration, by subjecting such property to the scheme of the Declaration and the jurisdiction of the Association; and

NOW, THEREFORE, Declarant declares that the real property described in Article III, Section 1 hereof is and shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, restrictions and easements set forth in the Declaration, subject only to the following changes, as authorized by Article III, Section 3(a) of the Declaration:

AGREEMENTS

1. Article I, Definitions: The term “Subdivision Plats”, for purposes of this Supplemental Declaration only, shall also include the proposed plan of development of The Villas of Hogan’s Glen Phase II shown on Exhibit B attached hereto, or any subsequently recorded plat(s) or replat(s) thereof.” The property on which the proposed plan of development of The Villas of Hogan’s Glen Phase II will occur is described in Exhibit A attached hereto.
2. Article III, Properties Subject to this Declaration, Section 1 shall read as follows, for purposes of this Supplemental Declaration only:

“Description. The real property which is, and shall be, held, transferred, sold, conveyed and occupied pursuant to this Supplemental Declaration is all of The Villas of Hogan’s Glen Phase II, being 10.437 acres, approximately, out of the J.R. Michaels Survey, Abstract 821, as described on Exhibit A and as proposed for development as shown on Exhibit B (or any subsequently recorded plat(s) or replat(s) thereof).”
3. Article IV, The Association, Section 4(d), for purposes of this Supplemental Declaration only, shall be deemed to also include the following statement:

“The Board of Directors reserves the right to allow access through The Subdivision to individuals who may not be members of the Association.”
4. Article VI, Assessments and Changes, shall not apply to this Subdivision (The Villas of Hogan’s Glen Phase II) until a formal plat is filed of record, and therefore, until such plat is filed, no dues shall be assessed or owed for this Subdivision and no funds of the Association shall be used for Common Properties of this Subdivision.
5. With respect to Properties covered under the original Declaration, the terms and provisions of the Declaration shall remain unchanged and in full force and effect as originally stated (and as amended from time to time) with respect to those Properties.
6. With respect to Properties covered under any Supplemental Declaration, including this Supplemental Declaration, the terms and provisions of the Declaration shall remain unchanged and in full force and effect, except to the extent amended and/or modified by each of said Supplemental Declaration(s) respectively (as amended from time to time).

IN WITNESS WHEREOF, the undersigned has caused the execution on this Supplemental Declaration on the day and year first above written.

BECK PROPERTIES DEVELOPMENT-I, L.P.

By: Beck Management, Inc.
a Texas corporation, its general partner

By: *Jeffrey L. Beck*
Name: Jeffrey L. Beck
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, a Notary Public, on this day personally appeared Jeffrey L. Beck, President of Beck Management, Inc., a Texas corporation, general partner of Beck Properties Development - I, L.P., a Texas limited partnership, known to me 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 9th day of March, 2005.

Rosemary Papa
Notary Public in and for the State of Texas

Rosemary Papa
(Type or Print Name)

My commission expires: 11-20-2005

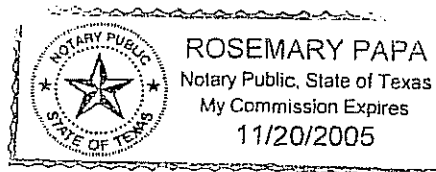


EXHIBIT A
LEGAL DESCRIPTION

DESCRIPTION

BEING a 10.437 acre tract of land situated in the J.R. MICHAELS SURVEY, ABSTRACT NO. 821 and being a portion of that tract of land described in deed to Beck Properties, Trophy Club, LP and recorded in County Clerks File No. 93-R0087516, Real Property Records, Denton County, Texas, said 10.437 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point for the southeast corner of Lot 5, Block 1, The Estates of Hogan's Glen, Phase II, an addition to the Town of Trophy Club according to the plat recorded in Cabinet P, Page 397 and 398, Plat Records, Denton County, Texas;

THENCE N08°11'06"W, along the east line of said lot 5, a distance of 303.86 feet to a point for the northeast corner of Lot 6, the most easterly corner of 7, Block 1, said The Estates of Hogan's Glen and the southeast corner of Lot 1, Block 1, Waters Edge at Hogan's Glen, an addition to the Town of Trophy Club;

THENCE N06°08'06"E, along the east line of said Lot 1, a distance of 179.45 feet to a point in the south right-of-way line of Katie Lane (a 50' right-of-way);

THENCE S83°51'54"E, along the south right-of-way line of said Katie Lane, a distance of 40.00 feet to a point;

THENCE N06°08'06"E, along the east line of said Waters Edge at Hogan's Glen, a distance of 253.45 feet to a point for the northeast corner of said Waters Edge at Hogan's Glen, said point also being in the south line of Harmony Park;

THENCE S89°23'54"E, a distance of 568.55 feet to a point for corner;

THENCE N00°09'22"E, a distance of 27.98 feet to a point for corner at the beginning of a non-tangent curve to the left having a radius of 50.00 feet and whose long chord bears S70°03'07"E, a distance of 53.14 feet;

THENCE along said curve to the left, through a central angle of 64°11'56", an arc length of 56.02 feet to a point for corner at the end of said curve;

THENCE S00°09'22"W, a distance of 83.84' feet to a point for corner;

THENCE S89°50'38"E, a distance of 27.89 feet to a point for corner;

THENCE S00°09'22"E, a distance of 209.01 feet to a point for corner;

THENCE N89°50'38"W, a distance of 30.00 feet to a point for corner;

THENCE S00°09'22"W, a distance of 210.00 feet to a point for corner;

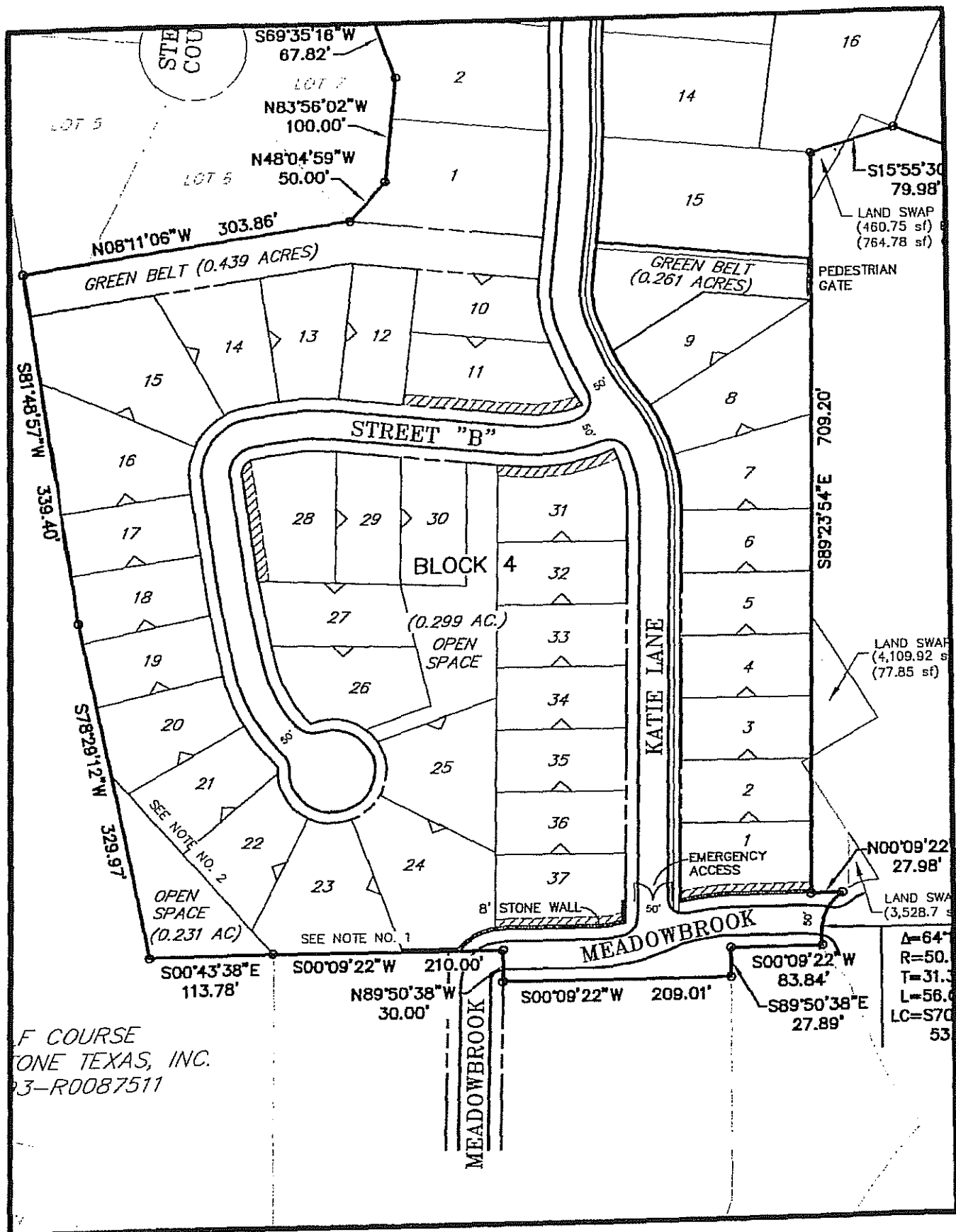
THENCE S00°43'38"E, a distance of 113.78 feet to a point for corner in a north line of a tract of land described in deed to Cobblestone Texas, Inc. and recorded in County Clerks File No. 93-R0087511;

THENCE S78°29'12"W, along a common line between said Beck Properties, Trophy Club, LP tract of land and the Cobblestone Texas, Inc. tract of land, a distance of 329.97 feet to a point for corner;

THENCE S81°48'57"W, continuing along said common line, a distance of 339.40 feet to the POINT OF BEGINNING and containing 454,628 square feet or 10.437 acres of land.

EXHIBIT B

PROPOSED PLAN OF DEVELOPMENT FOR
THE VILLAS OF HOGAN'S GLEN PHASE II



Estates of Hogan's Glen - Phase II

P.A.

4297 01972

025073

STATE OF TEXAS

COUNTY OF DENTON

TOWN OF TROPHY CLUB

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE ESTATES OF HOGAN'S GLEN PHASE II, is made on the date hereinafter set forth by BECK PROPERTIES TROPHY CLUB DEVELOPMENT 1, L.P. a Texas limited partnership (hereinafter referred to as "TCD1").

WITNESSETH:

WHEREAS, Beck Properties Development - 1, L.P. ("Declarant") has heretofore executed that certain Declaration of Covenants and Restrictions for The Villas Hogan's Glen (A Residential Subdivision) (the "Declaration"), filed for record as Instrument Number RD025071 in the Deed Records of Denton County, Texas, imposing on property in the Town of Trophy Club, Texas described therein, those certain covenants, restrictions and easements therein set forth for the benefit The Villas of Hogan's Glen; and

WHEREAS, said Declaration contains provisions granting the owner of any property who desires to add it to the scheme of the Declaration and to subject it to the jurisdiction of the Association, if formed, the right, upon the satisfaction of the conditions specified in Article III, Section 3, subsections (a) and (b) of the Declaration, to file of record a Supplemental Declaration of Covenants and Restrictions, bringing within the plan of the Declaration, such additional property(ies); and

WHEREAS, TCD1 is the owner of the real property described in Article III, Section 1 of this Supplemental Declaration, and desires to provide for the preservation of the values and amenities in such property, and to this end, desires to bring such property within the plan of the Declaration, by subjecting such property to the scheme of the Declaration and the jurisdiction of the Association (if formed); and

NOW, THEREFORE, TDC 1 declares that the real property described in Article III, Section 1 hereof is and shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, restrictions and easements set forth in the Declaration, subject only to the following changes, as authorized by Article III, Section 3(a) of the Declaration:

3-16-99

4297 01973

AGREEMENTS

1. Article I. Definitions: The term "Subdivision Plats", for purposes of this Supplemental Declaration only, shall also include the map or plat of The Estates of Hogan's Glen Phase II, recorded in Cabinet P, Page 347 of the Plat Records of Denton County, Texas, or any subsequently recorded replat(s) thereof."

2. Article III. Properties Subject to this Declaration, Section I shall read as follows, for purposes of this Supplemental Declaration only:

"Description. The real property which is, and shall be, held, transferred, sold, conveyed and occupied pursuant to this Supplemental Declaration is all of The Estates of Hogan's Glen Phase II, being 6.659 acres, approximately, out of the J. R. Michaels Survey, Abstract 821, according to the Subdivision Plat thereof recorded in Cabinet P, Page 347 of the Plat Records of Denton County, Texas (or any subsequently recorded plat thereof)."

3. Article IV. The Association, Section 4(c) shall read as follows, for purposes of this Supplemental Declaration only:

"(c) Should the Board so elect, maintenance of exterior grounds, drives, parkways, private streets and access areas, including care of trees, shrubs and grass, the exact scope of which shall be further specified by the Board from time to time. In particular, the Board shall be empowered to contract with persons or entities who shall be responsible for the maintenance of landscaping, trees, shrubs, grass and like improvements which are located on the Common Properties. The Lots, and all landscaping, trees, shrubs, grass and like improvements thereon, shall be maintained by the individual Lot Owner."

4. Article IV. The Association, Section 4(d), for purposes of this Supplemental Declaration only, shall be deemed to also include the following statement:

"The Board of Directors reserves the right to allow access through The Subdivision to individuals who may not be members of the Association,"

5. Article VIII. Building and Use Restrictions, Section 3 shall read as follows, for purposes of this Supplemental Declaration only:

"Minimum Lot Area: Lots may be resubdivided if, and only if, such subdivision results in each resubdivided Lot containing not less than fifteen thousand (15,000) square feet of land; provided, however, that Declarant shall have and reserves the right, at any time, to file a replat of the Subdivision Plat or Plats to affect a resubdivision or configuration of any Lots in the Properties then owned by Declarant, so long as such results in each resubdivided Lot containing not less than fifteen thousand (15,000) square feet of land. The privilege to replat Lots in the Properties owned by Declarant reserve in this Article VIII, Section 3, shall be exercisable by Declarant or any successor to Declarant's ownership of such Lots, who acquires such ownership other than by purchase, and such privilege shall not be exercisable

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by, inure to the benefit of, or be assignable to any purchaser from Declarant or from any successor or assign of Declarant of any Lot in the Properties."

6. Article VIII, Building and Use Restrictions, Section 5 shall read as follows, for purposes of this Supplemental Declaration only:

"Minimum Floor Space: All floor areas referenced below are for air-conditioned floor areas, exclusive of porches, garages, or breezeways attached to the main dwelling. Each dwelling containing one-story constructed on any Lot shall contain a minimum of three thousand five hundred (3,500) square feet. Each dwelling containing more than 1-story constructed on any Lot shall contain a minimum of three thousand five hundred (3,500) square feet, of which not less than two thousand two hundred fifty (2,250) square feet shall be covered ground floor area."

7. The third sentence of Article VIII, Building and Use Restrictions, Section 6 shall read as follows, for purposes of this Supplemental Declaration only:

"No main residential structure shall be located on any Lot nearer than twenty-five (25) feet to any front Lot line nor twenty (20) feet to any rear Lot line."

8. The final paragraph of Article VIII, Building and Use Restrictions, Section 6 shall read as follows, for purposes of this Supplemental Declaration only:

"Unless otherwise approved in writing by the Committee, each main residence building will face the front of the Lot, except that an attached or detached structure, which is provided in addition to the required two (2) car garage, may face the street if the garage sits back at least fifty (50) feet from the property line which the garage faces."

9. With respect to The Estates of Hogan's Glen Phase II, the terms and provisions of the Declaration shall remain unchanged and in full force and effect, except as expressly amended and/or modified by this Supplemental Declaration.

10. With respect to The Villas of Hogan's Glen, the Declaration shall remain unchanged and in full force and effect as originally stated.

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IN WITNESS WHEREOF, the undersigned has caused the execution on this Supplemental Declaration on the day and year first above written.

**BECK PROPERTIES TROPHY CLUB
DEVELOPMENT 1, L.P.,**
a Texas limited partnership

By: Beck Properties Communities, Inc.,
a Texas corporation, its general partner

By: Jeffrey L. Beck
Name: Jeffrey L. Beck
Title: President

**CONSENT AND ACKNOWLEDGMENT
OF DECLARANT:**

BECK PROPERTIES DEVELOPMENT - 1, L.P.,

By: Beck Management, Inc.,
a Texas corporation, its general partner

By: Jeffrey L. Beck
Name: Jeffrey L. Beck
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF Denton §

Before me Lisha Harris on this day personally appeared Jeffrey L. Beck, President of Beck Properties Communities, Inc., a Texas corporation, general partner of Beck Properties Trophy Club Development 1, L.P., a Texas limited partnership, known to me 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 16 day of March, 1999.



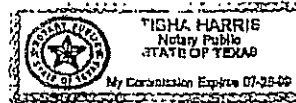
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THE STATE OF TEXAS

COUNTY OF Denton

Before me Tisha Harris on this day personally appeared Jeffrey L. Beck, President of Beck Management, Inc., a Texas corporation, general partner of Beck Properties Development - I, L.P., a Texas limited partnership, known to me 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 16 day of March, 1999.



4297 01977

Tish Johnson
100 Trophy Club Dr.
Trophy Club TX 76262

Filed for Record in:
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY
CLERK

On Mar 16 1999
At 2:48pm

Doc/Num : 99-KARP5H73
Doc/Type : DEC
Recording : 13.00
Doc/Name : 6.00
Receipt #: 10516
Deputy - MARY