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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
"ALLEN PLACE" HOMEOWNER'S ASSOCIATION

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07/17/88

THIS DECLARATION, made this 27th day of January, 1988 by
Allen Farm Joint Venture ("Declarant"), a Partnership.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property referred to
in Article II of this declaration and desires to create thereon a
residential community with residential lots and common facilities for
the benefit of the community; and

WHEREAS, Declarant desires to provide for the preservation of the
values and amenities in said community and for the maintenance of said
common facilities; and to easements, charges and liens hereinafter
set forth, each and all of which is and are for the benefit of said
property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient
preservation of the values and amenities in said community, to create
an agency to which would be delegated and assigned the powers of
maintaining and administering and enforcing the covenants and
restrictions and collecting and disbursing the assessments and charges
hereinafter created; and

WHEREAS, Declarant has caused to be incorporated under the laws of
the State of Texas a non-profit corporation;

NOW, THEREFORE, Declarant declares that the real property referred
to in Article II is and shall be held, transferred, sold, conveyed and
occupied subject to the liens (sometimes referred to as "Covenants and
Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

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

(a) "Association" shall mean and refer to "Allen Place
Association".

(b) "Properties" shall mean and refer to all such existing
properties, and additions thereto, as are subject to this Declaration
or any Supplemental Declaration prepared and filed of record pursuant
to the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to those areas of
land lying between the fence and curb adjacent and along the street
known as Ridglea Country Club Drive and that area at the entrance to
Allen Place Addition lying in the median of Allen Place Drive; all
located within public property as shown by the plat of the property;
and intended to be devoted to the common use and enjoyment of the
Members of the Association, together with any and all improvements
that are now or may hereafter be constructed thereon.

(d) "Lot" shall mean and refer to any plot or tract of land shown
upon any recorded Subdivision map of the Properties, as amended from
time to time, which is designated as a lot therein and which is or is
to be improved with a residential dwelling.

(e) "Owner" shall mean and refer to every person or entity who is
a record owner of a fee or undivided fee interest in any Lot which is
subject by covenant of record to assessment by the Association,
including contract sellers. The foregoing is not intended to include
persons or entities who hold an interest merely as security for the
performance of any obligation.

(f) "Member" shall mean and refer to each Owner as provided herein in Article III.

(g) "Declarant" shall mean and refer to Allen Place Joint Venture, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the said Allen Place Joint Venture, for the purpose of development.

(h) "Existing Property" shall mean and refer to the real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Article II.

(i) "Fence or Wall" shall mean the structure that is erected along the Southern most boundary of Allen Place Addition that is parallel to the public street known as Kidglea Country Club Drive as is further defined by the plat of this Addition that is filed of record in the Plat Records of Tarrant County, Texas.

(j) "Front Yard" shall mean that property included in the present building set-back zoning ordinance of the City of Fort Worth and further provided for herein by these covenants; for further definition see Article VII, Paragraph 6.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration (hereinafter defined as "Existing Property") is located in Tarrant County, State of Texas, and is more particularly described in Exhibit A attached hereto and made a part hereof.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall automatically be a Member of the Association.

Section 2. Classes of Membership. The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all Members with the exception of Declarant. Class A Members shall be entitled to one 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. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership equals the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership.

Section 3. Quorum and Notice Requirements.

(a) Subject to the provisions of Paragraph (c) of this Section, any motion authorized by Section 4 of Article V shall require the assent of two thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members not less than thirty (30) days nor more than sixty (60) days in advance and shall set forth the purpose of such meeting.

(b) The quorum required for any action referred to in Paragraph (a) of this Section shall be as follows: At the first meeting called, as hereinafter provided, the presence at the meeting of Members, or of proxies, entitled to cast sixth percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present at the meeting, one additional meeting may be called, subject to the notice requirement hereinabove 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 more than sixty (60) days following the first meeting.

(c) Any provision of this Declaration to the contrary notwithstanding, any action referred to in Paragraph (a) of this Section may be taken with the assent given in writing and signed by two-thirds (2/3) of the Members of each class.

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

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, every Member and every tenant of every Member, who resides on a Lot, and each individual who resides with either of them respectively, on such Lot shall have a right and easement of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot; PROVIDED, HOWEVER, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

Section 2. Title to the Common Properties. The property described herein as "Common Properties" is property dedicated to the public and under the control of the City of Fort Worth but to be maintained by the Association.

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties is subject to the property rights of the City of Fort Worth;

(b) The right of the Association, as provided in its Bylaws, to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Properties and/or common facilities are any period during which any assessment against a Lot resided upon by such individual remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations; and

(c) Subject to approval by written consent of two-thirds (2/3) of each class of Members, the right of the Association to dedicate or transfer all or any part of the Common Properties to any Public Agency, authority or utility for such purposes and upon such conditions as may be agreed to by the Members.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal obligation of Assessments. Declarant, for each Lot owned by it within the Properties, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association (or to a mortgage company or other collection agency designated by the Association): (1) annual assessments or charges; (2) special assessments for

capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) individual special assessments levied against individual Lot Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner and not caused by ordinary wear and tear, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular annual assessments thus collected by the Association shall constitute the maintenance fund of the Association. The annual, special capital and special individual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the aesthetic value recreation, health, safety and welfare of the residents of the Properties, and/or other properties, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties, including, but not limited to, the payment of insurance in connection with the Common Properties and the repair, replacement and additions thereto; including but not limited to water, electricity and sprinkler maintenance, of access areas and open spaces, and for paying the costs of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties; for carrying out the duties of the Board of Directors of the Association as set forth in Article VI hereafter; and for carrying out the purposes of the Association as stated in its Articles of Incorporation.

Section 3. Basis and Amount of Annual Assessments.

(a) Until such time as the Declarant shall deliver its certificate (the "Certificate") to the Association certifying that completion of all improvements to be made to or upon the Common Properties by the Declarant, the assessment shall be \$10.00 per month for each Lot owned by persons other than the Declarant, and prior to delivery of the Certificate to the Association, such amount, if any, as might be reasonably necessary in order to provide for payment for the maintenance of the Common Properties and upkeep of front yards as defined herein if election to do so is made by the Association.

(b) Commencing with the year beginning January 1st following delivery of the Certificate to the Association by the Declarant and in each year thereafter, the Board of Directors of the Association at its annual meeting may set the maximum annual assessment for the following year for each Lot. The maximum assessment for each Lot owned by Declarant at the time of the annual assessment shall be an amount equal to twenty-five percent (25%) of the maximum amount assessed against each Lot owned by other Members.

(c) Owners of vacant lots shall pay \$5.00 per month until all improvements are completed on property or twenty-five percent (25%) of the assessment prescribed by the Association, whichever is greater.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments in any assessment year a special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixture and personal property related thereto; PROVIDED THAT any such assessment shall have the affirmative approval of the Association's members, as provided in Section 3 of Article III.

Section 5. Uniform Rate of Assessments. Both annual and special assessments (excepting therefrom special individual assessments) must be fixed at a uniform rate for all Lots.

Section 6. Date of Commencement of Assessments: Due Dates. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of Commencement, and shall be payable monthly, in advance, on the first day of each month thereafter. The first annual assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve; provided, however, that if the date of commencement falls on other than the first day of a month, the assessment for such month shall be pro-rated by the number of days remaining in the month. The first annual assessment shall be due and payable, in as many equal installments as there are monthly payment dates remaining in the first year, said installment to be due and payable on said monthly payment dates.

The due date or dates, if it is to be paid in installments, of any special assessment under Section 4 hereof or of any special individual assessment under Section 1 hereof, shall be fixed in the respective resolution authorizing such assessment.

Section 7. Duties of Board of Directors with Respect to Assessments.

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Board of Directors shall upon demand at any time furnish to the 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. A reasonable charge may be made by the Board for the issuance of such certificates.

Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

(a) If any assessment or any part thereof is not paid on the date (s) when due (being the dates specified in Section 6 of this Article), then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, his heirs, executors, devisees, personal representatives and their assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Properties or abandonment of his Lot.

(b) If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property, subject thereto and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

(c) In the event the Association should fail or be unable for any reason to collect assessments provided for herein, then the City of Fort Worth shall be authorized to levy, assess and collect such assessments along with the taxes levied, assessed and collected by the City of Fort Worth on such properties.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any first mortgage or deed of trust now or hereafter placed upon the Lots subject to assessment; provided, however, that such subordination shall apply to the sale, whether public or private, of such property pursuant to the terms and conditions of and such deed of trust. Such sale shall not relieve such Lots from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

(a) All properties dedicated and accepted by the local public authority and devoted to public use.

(b) All Common Properties as defined in Article I hereof.

ARTICLE VI

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Powers and Duties. The Board, for the benefit of the Properties and the Owners, shall provide, and shall pay for out of the maintenance fund provided for in Section 1 of Article V above, the following:

(a) Taxes and assessments, and other liens and encumbrances, which shall properly be assessed or charged against the Common Properties, rather than against the Individual Owners.

(b) Maintenance and care of "Common Properties" to include shrubbery, plants, signs, electrical, plumbing and sprinkler systems, if any, on Common Properties.

(c) Care and preservation of the Common Properties and full maintenance of a utility service for the Common Properties; the furnishing and upkeep of any desired equipment and personal property for use in the Common Properties.

(d) The services of a person or firm to manage 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.

(e) Legal and accounting services.

(f) A policy or policies of insurance as deemed necessary insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants), incident to the operation of the Association, in an amount not less than \$100,000.00 to indemnify against the claims of one or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000.00 per occurrence; which policy or policies shall contain, if reasonably available, an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds; provided, that under no circumstances shall the Board be authorized to provide or pay for fire, casualty or other insurance insuring the interest of any Owner in his Lot.

(g) Worker's Compensation insurance to the extent necessary to comply with any applicable laws.

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

(i) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) 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.

The Board shall have the following additional rights, powers and duties:

(j) To execute all declarations of ownership for tax assessment purposes with regards to the Common Properties on behalf of all Owners.

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

(l) To enter into contracts, maintain one or more bank accounts, and, generally, to have all powers necessary or incidental to the operation and management of the Association.

(m) To protect or defend the Common Properties from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.

(n) To make reasonable rules and regulations for the operation 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.

(o) To make available to each Owner within sixty (60) days after the end of each year an annual report.

(p) 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.

(q) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

(r) To provide services including but not limited to the mowing of grass and fertilizer maintenance of the front yards as described herein, provided such election to do so is made at an authorized meeting of the Association. In the event such election is made as provided hereinabove, such services will continue unless at a duly authorized and called meeting a vote of 80% against providing for front yard maintenance is obtained.

(s) Maintenance of the fence or wall as more fully defined herein in Article I, Paragraph i.

Section 2. Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the maintenance fund, and the exclusive right and obligation to perform the functions of the board, except as otherwise provided herein.

Section 3. Owner's Obligations to Repair. Except for those portions of each Lot and the Properties which the Association is required to maintain or repair hereunder, each Owner shall, at his sole cost and expense, maintain and repair his Lot and the improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his Lot and such improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law,

and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon; and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessments hereunder when due.

Section 4. 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 terms and conditions and for such consideration as the Board may deem proper, advisable and to the best interest of the Association.

ARTICLE VII

RESERVATIONS, RESTRICTIONS AND COVENANTS

For the purpose of assuring the orderly and uniform development of such property as an attractive residential addition of good and desirable character and in order to carry out a general plan and scheme of development for the benefit and protection of each and every purchaser of a lot or lots in said addition, the following restrictions upon the use of said property are held and shall be conveyed subject to all reservations, restrictions and covenants hereinafter set forth;

1. DEFINITIONS

The word "lot" as used herein is intended to refer to a single piece or parcel of land shown as a lot on the attached map.

The word "plot" as used herein is intended to refer to a parcel of land consisting of a lot and part of an adjoining lot or lots or two contiguous parts of any two adjoining lots into which any lots shown on the attached map may be divided pursuant to powers retained by the undersigned herein.

A "corner lot" or "plot" is one which abuts on more than one street.

The words "building line" is that line where no residence, outbuilding, structure (including but not limited to cooling towers and mechanical units), improvement, fence, wall, hedge or obstruction of any character shall be erected, planted or maintained or permitted to remain on any lot or plot nearer to an adjoining street or streets than 20 feet from the front of said residence as established by the zoning ordinance of the City of Fort Worth as amended to which further reference and definition is made hereto, nor shall any residence, outbuilding or structure be located nearer than five feet (5') to the side lot line and ten feet (10') for the side yard of any corner lot.

The word "residence" as used herein, except in Section 5, shall include porches (enclosed or unenclosed), attached garages and attached servant's quarters, as well as breezeways and every integral part thereof, including but not limited to balconies, portechoches and architectural appurtenances such as cornices, bay windows, and the like.

The word "outbuildings" as used herein shall include any building improvement located on lot or plot not connected with the residence.

The word "street" as used herein shall include any street, drive, road, land or public way shown on the attached map.

No lot or plot, and no residence or outbuilding located thereon, shall ever be used for other than a single family residence or purposes incidental thereon on all lots covered by this dedication.

No garage or outbuilding on any lot or plot shall be used as a residence or living quarter, temporarily or otherwise, except by servants engaged on the premises. No dwelling shall be occupied in any manner at any time prior to completion. The work of constructing the dwelling shall be prosecuted diligently from the commencement thereof until completion.

Water and sanitary sewer facilities are located behind the curb of each of the lots covered by this dedication; and the owner of any such lot must tie onto these facilities unless written permission for different treatment is obtained from the undersigned.

3. CONSTRUCTION OF RESIDENCE, GARAGES AND OUTBUILDINGS

RESIDENCES: Each residence shall be of clay brick or clay brick veneer or of stone or stone veneer, except that the foregoing fireproof material may be used in combination with nonfireproof material, when approved by Allen Farm Joint Venture, Inc. in writing. Stucco and precast concrete panels shall not be considered as masonry. Tile, masonry, aluminum, wood, and composition asphalt shingles may be used as roofing material provided that they weigh at least 300 lbs. per 100 square foot of roof surface when applied, except when fiberglass is incorporated in the shingles' manufacture, 290 lbs. per roof square shall be acceptable; said roofing material to have an expected longevity of 20 years or longer as set out in manufacturer's warranty. Built up roofing shall be excluded except where the pitch of the roof does not exceed a 1 and 12 pitch. All roofing material shall be earth tone in color unless Allen Farm Joint Venture or its successors agree in writing to a different color.

Any roof solar heating units installed must be architecturally acceptable and have no glare reflect to other property owners. No air conditioning units shall be installed on the roofs of any structures, and any outside air conditioning units placed on the ground shall be permanently screened from the street.

Every front gable facing street or culdesac or side gable on corner lot shall be of masonry material. In the event the residence is a story and half, every side gable and every dormer shall be of masonry, wood shingles, or board and batts.

Every residence erected on any lot or plot shall front on the street on which it is located, unless the undersigned approves in writing a different frontage.

Every front brick ledge shall be even with the finish ground elevation so that the foundation beam or slab is not exposed to the street. The side and rear brick ledges may be higher than the finish ground elevation provided that the undersigned agrees to same in writing.

Every residence on a corner lot or plot shall front on the street designated by the undersigned and shall present a good appearance on the other street on which it is located.

All access to garages must be entered from the public alley in lots 1- 24, 27 and 28 of Block 2. All residences constructed in Allen Court and Ernest Court must face the Court in which it is adjacent. All residences constructed on Lot 1, Block 1 and Lot 1, Block 2 must face each other on Allen Place Drive.

GARAGES: Every garage shall be attached to the residence or to a breezeway or covered porch attached to the residence, and shall be large enough to accommodate two (2) automobiles, unless the undersigned approves in writing a different treatment.

OUTBUILDINGS: Outbuildings including detached garages, shall be of design, construction, and materials similar and comparable to that of the residence. No outbuilding shall exceed the residence in height, unless by written consent of the undersigned. Cooling towers and all other mechanical units located in front or at the side of the residence must be screened to the satisfaction of the undersigned.

FENCES: No fence shall be over six (6) feet in height without the undersigned's written approval. All retaining walls must be of masonry construction faced with brick or stone.

4. APPROVAL OF PLANS AND LANDSCAPING DESIGN ARCHITECTURAL COMMITTEE

No residence, outbuilding, fence, wall or structure of any kind shall be commenced or erected or maintained, nor shall any addition thereto or change or alteration thereof be made on any part of the land shown on the attached map until plans and specifications, designs, plot plans and grading upon which all buildings, improvements or structure of any kind are to be constructed have been approved by Allen Farm Joint Venture as the Architectural Committee. In the approval or disapproval (as the case may be) of such plans and specifications, Allen Farm Joint Venture shall take into consideration, among other things, the suitability of the proposed building or structure as the same relates to the general plan and scheme of development for the area as contemplated in the first paragraph in reservations, restrictions and covenants hereinabove set forth. A copy of all such plans, specifications and other written information required by Allen Farm Joint Venture shall be left with it after the same have been approved. All front yard landscaping shall be approved by the Architectural Committee.

After the expiration of ten (10) years from the date of this instrument or sooner if the undersigned, in its sole discretion, determines that the property covered by these restrictions, reservations and covenants is substantially developed, the undersigned may designate five (5) of the homeowners in this addition to serve as an "Architectural Committee". Neither the members of such "Architectural Committee" nor their designated representatives shall be entitled to any compensation for their services performed pursuant to this provision. Such "Architectural Committee" shall have all the rights, privileges, responsibilities and duties set forth in this Provision 4 entitled "APPROVAL OF PLANS" reserved to the undersigned. Further, at any time after the initial designation of said "Architectural Committee" the record owners of a majority of the lots covered by this dedication shall have the power, through a duly recorded instrument, to change the membership of the "Architectural Committee", or to withdraw from or restore to said committee any of its powers and duties as provided under this section of "APPROVAL OF PLANS".

5. REQUIRED SIZE OF RESIDENCE

No residence will have a floor area of less than 2000 square feet of living space. In the event the residence is a story and a half, the ground floor square footage will contain at least 1800 square feet of living space excluding garages. The upper story shall not exceed 50% of the ground floor living space square footage. No full two-story residences are permitted in this addition.

By "floor area" as that term is used above, is meant the floor area of the residence only. "Residence" as that term is used in this Section 5, does not include the floor area of outbuildings, servant's quarters, garages and similar buildings attached to the main dwelling, nor does it include the floor area of porches, attached or unattached, enclosed or unenclosed, basements, attics, etc.

6. SET-BACK FROM STREET LINE AND SIDE LINES

Except as hereinafter set out, no residence, outbuilding, structure (including but not limited to cooling towers and mechanical units), improvement, fence, wall, hedge or obstruction of any character shall be erected, planted or maintained or permitted to remain on any lot or plot nearer to an adjoining street or streets than the building line as defined herein.

The undersigned reserves the right to change in writing any building lines shown on the attached map or the set-back from the side lines hereinabove set out of any lot or plot so long as it holds legal title to such lot or plot and likewise reserves the right to make such

changes with the consent of the owner of the property involved after it has parted with the title to such property. In no event shall such building lines be changed so as to bring them nearer to the streets than is permitted by the zoning ordinances of the City of Fort Worth then in effect, nor shall the set-back distance from any lot or plot be increased by more than 10 feet without the consent of the adjoining property owner. The present set-back zoning ordinance for the City of Fort Worth is 20 feet from the front of said residence as established by the zoning ordinance of the City of Fort Worth as amended to which further reference and definition is made hereto, nor shall any residence, outbuilding or structure be located nearer than five feet (5') to the side lot line and ten feet (10') for the side yard of any corner lot.

7. MISCELLANEOUS

The following restrictions are imposed as a common scheme upon the units and for the benefit of each other unit and may be enforced by any owner.

The construction or maintenance of billboards, signs, posterboards, and/or advertising structures of any kind on any part of any lot or plot is prohibited except that (1) signs not exceeding five square feet in size advertising property shown on said map for sale by the owner thereof other than the undersigned, and (2) signs in excess of five square feet in size located on lots owned by the undersigned advertising the same for sale, shall be permitted.

The rising or keeping of poultry, swine, rabbits, cows, horses and other livestock of whatever character is prohibited. Dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Dogs shall be leashed or under control at all times when outside the fenced area of the dwelling of an owner.

No building of any character may be moved from outside the area covered by this dedication to any lot or plot so covered.

No tank for the storage of oil or inflammable fluid may be constructed or maintained on any lot without prior approval of the Homeowner's Association and the Architectural Committee.

No noxious or offensive activity shall be carried on any lot or plot nor shall any nuisance be created thereon.

No radio, television towers or aerial wires shall be maintained over any part of any lot not occupied by a structure, and all such must be approved in writing by the Architectural Committee. All satellite dish antennas must be installed in back yard not visible from the street.

No garbage, refuse, rubbish, or cuttings shall be deposited on any street, road, or on common properties, or on any unit unless placed in a suitable container suitably located except on city collection day plastic bags, compactor bags, or other as adopted by the city may be used.

No clothes lines, drying yards, service yards, wood piles or storage areas shall be so located as to be visible from a street, road, or common properties.

Any exterior lighting installed in any unit shall either be indirect or of such controlled focus and intensity as not to disturb the residents of other property.

Each homeowner must provide one of the following: 1) down lights on front overhang of house; 2) post light in front yard; or 3) yard light in front yard.

In the event door-to-door mail delivery is unavailable, then all mail boxes for the Addition must be British-English Crown Cast Aluminum and shall be identical, such design and place of purchase will be provided by Declarant.

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Boats, motorcycles, trail bikes, snowmobiles, trucks, or commercial vehicles other than pickups shall not be parked overnight or maintained in the properties, except if fully enclosed with the garage. However, this restriction shall not restrict trucks or commercial vehicles making pick-ups or deliveries to or in the properties, nor shall this restriction restrict trucks or commercial vehicles within the properties which are necessary for the maintenance of the common properties. No trailer, mobile home, movable structure or recreational vehicle shall ever be parked on or in the premises. No unused automobiles shall be parked or repaired within the properties.

Each vehicle domiciled to any lot for more than two-thirds (2/3) of a calendar year must be provided with a garage, or carport, aesthetically screened from the street and contiguous lots.

Any garage opening facing a street, or an adjoining lot, must have an electrically operated garage door which must be kept closed except for the entering or departure of vehicles.

No fence, fountain, wall or hedge, nor any pagoda or other detached structure for ornamental purposes shall be erected, grown, or maintained on any part of any lot on the front or exterior side of the building line.

8. AMENDMENTS OR CHANGES

The undersigned reserves the right from time to time as it may see fit by amended dedication or otherwise, to redivide and replat any property shown on the attached map not theretofore sold by it; to change the size of any lot or lots shown in this or any subsequent dedication or map of said property; to change the minimum "floor space" for residences, as provided in Section 5; to change the location of streets and easements prior to the time the same shall actually have been opened up for public use or availed of by the public or by public utilities, all without the consent of any person owning any of the property described above; provided, however, that no change (1) shall operate to deprive any then owner of any of such property of reasonable access to his property or (2) shall result in reducing the frontage or depth of any lot or plot now shown on the attached map to a number of feet less than the frontage and depth of the smallest lot or plot shown on the attached map or (3) shall permit a minimum "living floor space" of any residence as provided in Section 5 of less than 2000 square feet, save and except any story and a half residence shall have a minimum ground floor space of 1800 square feet.

In the event of any dispute over the proper interpretation of any of the provisions of this dedication, the determination of the undersigned shall be final and binding on all interested persons.

The undersigned may include restrictions other than those set out herein in any contract or deed to any lots or plots without otherwise modifying the general plan above outlined.

The restrictions herein set out shall be referred to, adopted and made a part of each and every contract and deed executed by and on behalf of the undersigned conveying said property, or any part thereof, to all such intents and purposes as though incorporated in full therein; and each such contract and/or deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions herein stated.

All of the restrictions, covenants, reservations, liens and charges appearing herein, as well as those appearing in any contract, deed, or other conveyance to or covering any part of this property, shall be construed together but if any one of the same shall be held to be invalid, or for any reason is not enforced, none of the other shall be affected or impaired thereby, but shall remain in full force and effect.

9. RIGHT TO ENFORCE

The restrictions herein set forth are imposed upon each lot and plot of land in this dedication for the benefit of each and every other lot and plot and shall constitute covenants running with the land, and shall insure to the benefit of and be binding on the undersigned, its successors and assigns, and each and every purchaser of, and any person acquiring any interest in, any part of such land, and their heirs and assigns, and all persons acquiring any of the land covered by these restrictions shall be taken to agree and covenant to conform to and observe all such restrictions as to the use of said land (no restrictions or covenants herein set forth shall be binding on any corporation, person or persons except in respect to breaches committed during the time such corporation or person owns or has an interest in said land or part thereof); and the undersigned, its successors and assigns, and the owner or owners of any part of such land and of any interest therein, acting jointly or severally, shall have the right to sue for and obtain an injunction to prevent the breach of, or to enforce the observance of, the restrictions and covenants herein set forth in addition to the ordinary legal action for damages, and the failure of any one or all of such persons to enforce any of the restrictions covenants herein set forth at the time of its violations shall in no event be deemed to be a waiver of the right to do so at any time thereafter, nor shall the failure to enforce such restrictions as to any one or more lots or plots or as to any one or more owners thereof, be deemed a waiver of the right to enforce them as to any and all other lots and owners; nor shall the failure of the undersigned to enforce any such covenants, conditions or restrictions give rise to any cause of action against it by any other person.

10. RIGHT TO ASSIGN

The undersigned may assign or convey by appropriate instrument to any person or corporation any or all of the rights, reservations, easements and privileges herein reserved by it, or in any deed or written instrument herein authorized, where upon such person or corporation shall succeed to the assignor's rights and be bound by its obligations. In like manner and upon the same conditions, such assignee or any subsequent assignee may assign the same.

11. DURATION

All of the restrictions and covenants herein set forth, save the same may be changed pursuant to the provision of this dedication, shall continue and be binding upon the undersigned, its successors and assigns and all parties claiming by, through or under it until January 1, 2006, provided that the owners of the legal title to land accounting for more than 75 per cent of the lots covered by this dedication of Allen Place Addition, recorded in the Deed Records of Tarrant County, Texas, from time to time release any one or more of the restrictions and conditions herein set forth as to any lot or lots herein dedicated; such instrument to become effective from the date of recording. All restrictions and covenants affecting lots herein dedicated in effect on January 1, 2006, shall automatically be extended from such date for successive periods of ten (10) years each subject to the rights to change the same pursuant to the provisions of this dedication, provided however, that by written agreement signed, executed and filed for record in the Deed Records of Tarrant County, Texas, the owners of the legal title to land covered by this dedication of Allen Place Addition hereinabove referred to, owning at the time more than 50 per cent of the lots shown on the maps covering this dedication, in effect at the time, may at any time during the year 2006, or during any tenth year thereafter, release any one or more of the restrictions or conditions herein set forth as to any lot or lots herein dedicated, such instrument to become effective as of the time when such restrictions would have been renewed automatically for any additional 10-year period but for the changes in question.

12. EASEMENTS

Section 1. Utility Easements. Easements for installation, maintenance, repair and removal of utilities and drainage facilities and floodway easements over and under and across the properties are reserved by Declarant for itself, its successors and assigns. Full rights of ingress and egress shall be had by Declarant and its successors and assigns, at all times over the Properties for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easements, or with the use, maintenance, operation of installation of such utility.

Section 2. Ingress and Egress by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as minimum inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

13. GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in force and effect.

Section 2. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 3. Notices. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States' mails, postage prepaid, addressed to the last known address of the person who appears as Member or Owner of the records of the Association at the time of such mailing.

Section 4. Restricted Actions by Owners. No Owner shall permit anything to be done or kept on his Lot which will result in the cancellation of or increase of any insurance carried by the Association, or which would be in violation of any law.

Section 5. Attachments. No permanent attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas) shall be made to the exterior roof or exterior walls of any home, unless such attachments shall have been first submitted to and approved by the Architectural Control Committee hereinafter provided. All TV antennas are to be in the attic unless written permission has been given by the Association for installation in any other manner.

Section 6. Damage to the Maintained, Dedicated City Property. Each Owner shall be liable to the Association for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or his family, guests or invitees, to the extent that the damage shall not be covered by insurance.

Section 7. Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board. The board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including attorneys' fees.

Section 8. Replacement Roofs. In the event any roof is replaced, the original type of shingle or 300-pound composition shingles, earthtone color, shall be used.

IN WITNESS WHEREOF, ALLEN FARM JOINT VENTURE, a Partnership, being the Declarant herein, has caused this instrument to be executed this 31st day of January, 19 56.

ALLEN FARM JOINT VENTURE

By: [Signature]
Harry Lee Wood, Partner

By: [Signature]
Roger D. Brown, Partner

By: [Signature]
Joe A. Poe, Partner

By: [Signature]
Joe Maddox, Partner

By: [Signature]
Jack Kibbee, Partner

T.A.P. Builders, Inc., Partner

By: [Signature]
Joe Poe, President

ATTEST: [Signature]
Bert Adams, Secretary

EXHIBIT "A"

A 14.749 acre tract of land in the City of Fort Worth, Texas, situated in the F. S. PERRY SURVEY, Abstract No. 1226, E. H. BURKE SURVEY, Abstract No. 160, and J. ROGERS NORTH SURVEY, Abstract No. 1265, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at the southeasterly corner of Lot 26, Block 16, Ridglea Country Club Estates, as recorded in Volume 388-111, Page 42-43, Deed Records, Tarrant County, Texas, said point also being on the north right-of-way line of Ridglea Country Club Drive;

THENCE North 28 degrees 48 minutes 42 seconds West a distance of 122.13 feet to a point;

THENCE North 45 degrees 50 minutes 02 seconds West a distance of 497.23 feet to the easternmost northeast corner of Lot 22 of said Block 16;

THENCE South 45 degrees 07 minutes 04 seconds West a distance of 37.99 feet to a point;

THENCE North 46 degrees 30 minutes 53 seconds West a distance of 39.85 feet to a point;

THENCE North 41 degrees 59 minutes 43 seconds West a distance of 78.69 feet to a point;

THENCE North 26 degrees 38 minutes 20 seconds West a distance of 53.96 feet to a point;

THENCE North 12 degrees 04 minutes 31 seconds East a distance of 96.64 feet to a point;

THENCE North 27 degrees 14 minutes 57 seconds East a distance of 92.28 feet to a point;

THENCE North 35 degrees 11 minutes 33 seconds East a distance of 107.95 feet to a point;

THENCE North 33 degrees 35 minutes 32 seconds East a distance of 209.64 feet to a point;

THENCE North 00 degrees 20 minutes 24 seconds East a distance of 81.97 feet to the northeast corner of Lot 16 of said Block 16;

THENCE South 89 degrees 35 minutes 12 seconds East a distance of 577.33 feet to the southeast corner of Lot 9, of said Block 16;

THENCE South 00 degrees 20 minutes 00 seconds West a distance of 832.92 feet to the westernmost corner of Lot 1 of said Block 16;

THENCE South 37 degrees 10 minutes 01 seconds East a distance of 102.31 feet to the southwest corner of said Lot 1, said point also being on the north line of Ridglea Country Club Drive;

THENCE South 52 degrees 50 minutes 28 seconds West along the north line of Ridglea Country Club Drive 68.33 feet to the beginning of a curve to the right;

THENCE along said curve with a radius of 652.55 feet, length 269.51 feet, and central angle of 23 degrees 39 minutes 48 seconds;

THENCE South 76 degrees 30 minutes 18 seconds West a distance of 31.95 feet, returning to the POINT OF BEGINNING and containing 14.749 acres, more or less.

Being further described as a subdivision to be known as Block 1, Lots 1-38, Block 2, Lots 1-28, ALLEN PLACE, an addition to the City of Fort Worth, Tarrant County, Texas. A corrected plat of Allen Farm Place is recorded in Volume 388-185, Page 83, Tarrant County Plat Records.

THE STATE OF TEXAS)
COUNTY OF TARRANT)

This instrument was acknowledged before me on the 30th day of January, 1986, by Harry Lee Wood.

Tracy Bond
Notary Public, State of Texas

Tracy Bond
Notary's Name Printed

My commission expires: August 29, 1987

THE STATE OF TEXAS)
COUNTY OF TARRANT)

This instrument was acknowledged before me on the 30th day of January, 1986, by Roger Dale Brown.

Tracy Bond
Notary Public, State of Texas

Tracy Bond
Notary's Name Printed

My commission expires: August 29, 1987

THE STATE OF TEXAS)
COUNTY OF TARRANT)

This instrument was acknowledged before me on the 30th day of January, 1986, by Joe A. Poe.

Tracy Bond
Notary Public, State of Texas

Tracy Bond
Notary's Name Printed

My commission expires: August 29, 1987

THE STATE OF TEXAS)
COUNTY OF TARRANT)

This instrument was acknowledged before me on the 30th day of January, 1986, by Jack Kibbee.

Tracy Bond
Notary Public, State of Texas

Tracy Bond
Notary's Name Printed

My commission expires: August 29, 1987

THE STATE OF TEXAS)

COUNTY OF TARRANT)

This instrument was acknowledged before me on the 30th day of January, 1986 by [Signature] of T.A.P. Builders, Inc, a Texas corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Texas

Tracy Boyd
Notary's Name Printed

My commission expires: August 27, 1989

THE STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on the 30th day of January, 1986, by Joe Maddox.

[Signature]
Notary Public, State of Texas

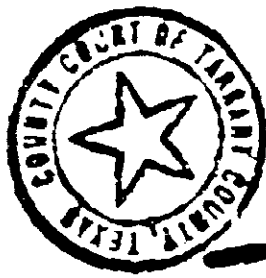
Tracy Boyd
Notary's Name Printed

My commission expires: August 29, 1987

UNOFFICIAL DOCUMENT

Mr. Roger D. Brown
Attorney at Law
108 N. Commerce
One Commerce Plaza
Fort Worth, TX 76102

COUNTY OF TARRANT
STATE OF TEXAS
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the Named Records
of Tarrant County, Texas, as stamped hereon by me.



FEB 4 1986
Madeline Huffman
COUNTY CLERK
TARRANT COUNTY TEXAS

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BY
MADLINE HUFFMAN
COUNTY CLERK
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