

DEVELOPMENT AREA DECLARATION
FOR IDLEWOOD
AT
HIDDEN LAKES

COUNTY OF TARRANT

This Development Area Declaration for Idlewood at Hidden Lakes (this "Development Area Declaration") is made this 26th day of February, 1999 by RCS/Idlewood, L.P., a Texas limited partnership ("Declarant"), Sovereign Texas Homes Ltd., a Texas limited partnership (Sovereign), Highland Homes, Ltd., (Highland), a Texas limited partnership and Sanders Custom Builder, Ltd., (Huntington), a Texas limited partnership.

WITNESSETH

WHEREAS, Hidden Lakes Partners, Ltd. and Lumbermen's Investment Corporation entered into that certain Master Declaration of Covenants, conditions and Restrictions for Hidden Lakes (the "Master Declaration") which was recorded on November 6, 1996 under Instrument No. D1962214515 of the Real Property Records of Tarrant County, Texas, covering certain property located in Keller, Tarrant County, Texas (the "Hidden Lakes Property").

WHEREAS, Declarant, Sovereign, Highland and Huntington are the owners of certain lots in the Hidden Lakes Property, being more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

WHEREAS, under the terms of the Master Declaration, it is contemplated that Development Areas (as defined in the Master Declaration) within the Hidden Lakes Property may be subjected to Development Area Declarations (as defined in the Master Declaration).

WHEREAS, Declarant desires to subject the Property as such a Development Area to additional covenants, conditions and restrictions as set forth in this Development Area Declaration on the terms and conditions set forth herein.

NOW THEREFORE, it is hereby declared that, (i) subject to the covenants, conditions and restrictions set forth in the Master Declaration, the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of the Property and which shall run with the Property and shall be binding upon all parties having right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof; and (ii) that each contract or deed conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

- I. This Development Area Declaration shall be in addition to the terms of the Master Declaration as to the Property, and this Development Area Declaration shall be and remain at all times, subject, subordinate and inferior to the Master Declaration.

2. All capitalized terms used in this Development Area Declaration shall have the same meanings ascribed to them in the Master Declaration unless otherwise defined in this Development Area Declaration.
3. The Property shall be subject to the following USE RESTRICTIONS:

Section A. Single Family Residential Construction. No building shall be erected, altered or permitted to remain on any Lot other than one (1) detached single family dwelling used for residential purposes only and not to exceed two (2) stories in height. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of such Lots for garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind or for any commercial or manufacturing purposes, unless otherwise approved in writing by the Master Architectural Committee or unless further restricted by City ordinances, rules or regulations. The building materials requirements shall be a minimum of seventy-five (75) percent coverage of the total exterior wall surfaces of all main buildings with exterior finish of stone, brick, or other masonry veneer. If there is a window or door, including garage doors, that is on a wall with masonry on both sides, then it can count as part of the masonry requirement. If there is wood siding around the window, door or garage door, it counts as wood siding. Regarding gables, if the gable is in front of an attic space, it is exempt from masonry requirement. If the gable is in front of a living space, it is considered into the calculation of masonry. The side and front elevations of the roof of each residence shall have a minimum 8/12 roof pitch and the rear elevations of the roof of each residence shall have a minimum 6/12 roof pitch, and the shingles for the roof of each residence shall be composed of 240 pound standard dimensional asphalt shingle with weathered wood coloration. In addition, mailboxes and any retaining wall for each residence must conform to design guidelines adopted by the Master Architectural Committee and from time to time in effect.

Section B. Minimum Square Footage Within Improvements

The Lots are restricted to a dwelling with a minimum of one thousand eight hundred (1,800) square feet of livable area, exclusive of open porches and garages or carports, unless further restricted by City ordinances.

Section C. Sidewalks. Sidewalks shall be constructed in conformance with City specifications and regulations and the plans for each residential building on each Lot shall include plans and specifications for such sidewalks on the front of each Lot and on the side of each corner Lot, and the same shall be constructed and completed before the main residence is occupied.

Section D. Location of the Improvements upon the Lot. No building shall be located on any Lot nearer to the front line or nearer to the front line or nearer to the street side line than the minimum building setback line shown on a Plat unless approved by the City and the Master Architectural Committee, For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot.

Section E. Prohibition of Offensive Activities. No activity, whether for profit or not, shall be conducted on any lot which is not related to single-family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the Property and the advertising and lighting effects utilized to display model homes.

Section F. Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding, shall be maintained or used on any Lot at any time as a residence or for any other purpose with the exception of one for lawn equipment storage, children's playhouses or other uses that may be approved by the Master Architectural Committee; provided, however, that, subject to Master Architectural Committee approval, Declarant reserves the right to permit the erection, placement and maintenance of any such temporary facilities in or upon any portions of the Property as, in the discretion of Declarant, may be necessary or convenient while selling or constructing residences and constructing other improvements upon the Property. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model homes, signs, parking lots and portable toilet facilities.

Section G. Storage of Automobiles, Boats, Trailers and Other Vehicles. No motor vehicle or non-motorized vehicle, recreational vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any portion of the Property for more than twenty four (24) hours in any seventy two (72) hour period unless such vehicle is less than twenty one (21) feet in length and is completely concealed from public view inside a garage or other enclosure approved by the City and the Master Architectural Committee except passenger automobiles and vans, motorcycles, pick-up trucks or pick-up trucks with attached bed campers that are in operating condition with current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, repair or maintenance of a home or homes in the immediate vicinity. If a complaint is received about a violation of any part of this Section, then the Master Architectural Committee will be the final authority on the matter.

Section H. Mineral Operations. No drilling, development operation, refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnel, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

Section I. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. No more than two (2) of each type of pet will be permitted on each Lot. If common household pets are kept, they must be restrained or confined inside a fenced area in the rear of the Lot or within the designed property lines of the

Lot or within the home. When away from the home, pets must be on a leash at all times. It is the pet owner's responsibility to keep the Lot clean and free of pet debris.

Section J. Walls, Fences and Hedges. No hedge in excess of three (3) feet in height, no wall and no fence shall be erected or maintained nearer to the front Lot line than fifteen (15) feet. No side or rear fence or wall shall be more than eight (8) feet high. All fences must be constructed of wooden, tubular steel or brick masonry material or materials approved by the Master Architectural Committee before installation. All fences shall be constructed so that the sides of the fence containing the structural supports are not visible from any street right-of-way. Any fence or wall shall be erected and completed within thirty (30) days after commencement of construction of the fence or wall and shall become the property of the Lot on which the same is erected and shall be maintained and repaired by the Owner of the Lot. Retaining walls and fences shall be constructed and maintained in accordance with the Development Guidelines for the Hidden Lakes Community adopted by the Master Architectural Committee as in effect from time to time.

Section K. Landscaping. At a minimum, the landscaping for each Lot shall consist of a fully sodded front yard and a fully grassed side yard on the street side of each corner Lot and the planting of two (2) trees a minimum of two inch (2") caliper in the front yard of each Lot or in the front parkway between the sidewalk and the street. Notwithstanding the foregoing, residences with front J-type swing garages may have one (1) tree a minimum of three (3") inch caliper in the front yard of each Lot or in the front parkway between the sidewalk and the street. Any landscaping project shall be completed within thirty (30) days after commencement of the project.

Section L. Visual Obstruction at the Intersections. No object or thing which obstructs site lines at elevations between two (2) feet and ten (10) feet above the roadways within the triangular area formed by the intersecting street curb lines and a line connecting them at points forty five (45) feet from the intersection of the street curb lines or extension thereof, or within any area shown on the Plat as a "Visibility Easement", shall be placed, planted or permitted to remain on any corner Lots.

Section M. Lot Maintenance. Each Owner or occupant of any Lot shall at all times keep all weeds and grass cut in a sanitary, healthful and attractive manner, edge the street curbs and sidewalks that run near their Lot lines, 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 as herein permitted. The drying of clothes in full public view is prohibited, and the Owner or occupant of any Lot at the intersection .of streets or adjacent .to parks, playgrounds 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: the drying of clothes, yard equipment or storage piles which are incident to the normal residential requirements of a typical family. No vegetables shall be grown in any area of the Lot visible from a street. No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained if they are visible from the front street side of the Lot, and no air conditioning apparatus shall be installed on the ground in front of a residence. All Owners and occupants shall comply with any ordinances enacted by the City pertaining to the storage and disposal of garbage, trash and other waste materials. No Lot shall be used or maintained as a

dumping ground for trash. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Containers for the storage of trash, garbage or other waste materials shall be kept in a clean and sanitary condition. New building materials used in the construction of improvements erected upon 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 undue delay, until the completion of improvements, after which the materials shall either be removed from Lot or stored in a suitable enclosure on the Lot.

Section N. Signs, Advertisement and Billboards. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any residential unit, fence or other improvement upon such Lot so as to be visible from public view except the following:

- (a) **For Sale Signs.** An Owner may erect (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.
- (b) **Declarant's Signs.** Signs or billboards may be erected by Declarant or Builders advertising their homes for sale during the period of original construction and home sales.
- (c) **Political Signs.** Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than (90) days in advance of the election to which they pertain and are retrieved within fifteen (15) days after the election.

In addition to the foregoing, to protect the safety and harmony of the community, no person shall engage in picketing on any Lot, easement, right-of-way or Master Common Area or Special Common Area within or adjacent to the Property, nor shall any vehicle parked, stored or driven in or adjacent to the Property bear or display any signs, slogans, symbols, words or decorations intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy or permitted business activities of any Owner or Declarant.

Section O. Antennas If any electronic antenna or device of any type including an antenna for receiving radio and television signals is erected, constructed, placed or permitted to remain on any Lot, home, garage or building it shall not be visible from the street facing the residence. Except as provided in the following sentence, no satellite dish may be erected, constructed, placed or permitted to remain on any Lot without the express prior written consent of the Master Architectural Committee, which consent may be conditioned upon the Master Architectural Committee's approval of the location thereof and screening of the satellite dish from the public's view. Miniature satellite (18 inches or less in diameter) dishes will be permitted, provided the location and color of the dish will be subject to Master Architectural Committee approval.

Section P. Parking. No vehicles, trailers, implements or apparatus may be driven or parked in any Master Common Area (except in designated parking areas) or on any easement.

4. Except as supplemented herein as to the Property and Declarant, all terms and conditions of the Master Declaration are hereby ratified and acknowledged to be unchanged and remain in full force and effect. In the event of any conflict between the terms and conditions between the terms and conditions of the Master Declaration and the terms and conditions of this Development Area Declaration, the terms of the Master Declaration shall govern and control.
5. While Declarant has no reason to believe that any of the restrictive covenants or other terms or provisions contained in this Development Area Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in the Property in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, Declarant shall not be responsible for the acts or omissions of any individual, entity or Owner. Declarant or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, liens, terms and provisions now or hereafter imposed by this Development Area Declaration. Failure to enforce any right, provision, covenant or condition granted by this Development Area Declaration shall not constitute a waiver of any such right, provision, covenant or condition, nor shall such failure subject Declarant to any claim, liability, cost or expense.
6. In the event that any Owner of a Lot shall fail to observe or comply with any restriction, condition, covenant, term or provision of this Development Area Declaration and such failure shall continue uncured fifteen (15) days after written notice from Declarant to such Owner, then, in addition to and cumulative of any other right or remedy available to Declarant at law or in equity to enforce the provisions of this Development Area Declaration, Declarant may assess such Owner a fine of \$25 per day for each day that the Owner fails to be in compliance. Any such fine and the costs of collection (including attorneys' fees) shall be the personal obligation of the Owner of the Lot against which the fine is levied, and shall be secured by a continuing lien hereby created against such Lot and all Improvements thereon. Each Owner, by accepting a deed or ownership interest in a lot, shall be deemed conclusively to have granted a power of sale to Declarant to secure and enforce the lien hereinabove granted. Any duly authorized representative of Declarant may, at its option, prepare a written notice of lien setting forth the amount of the unpaid fine, the name of the Owner of the Lot and a description of the Lot and cause the same to be filed in the Real Property Records of Tarrant County, Texas. Such lien may be enforced by the non-judicial foreclosure of the defaulting Owner's Lot by Declarant in the manner provided for the foreclosure of real property mortgages with power of sale under Texas Property Code § 51.002. Any such fine collected by Declarant shall be paid to the Master Association.

EXECUTED as of the 26th day of February, 1999.

DECLARANT:

RCS/Idlewood, L.P.
a Delaware limited partnership

By: Idlewood G.P., Inc. a
Texas corporation, its
general partner

By: *Marie R. Wagner*
Name: Marie R. Wagner
Title: President

STATE OF TEXAS
COUNTY OF DALLAS

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this 26 of Feb, 1999,

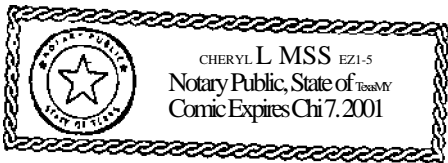
61J of Idlewood

G.P., Inc, on behalf of said corporation, acting in its capacity as general partner of RCS/Idlewood,
L.P., a Delaware limited partnership.

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Notary Public for the State of Texas



SOVEREIGN:

SOVEREIGN TEXAS HOMES, LTD. a
Texas limited partnership

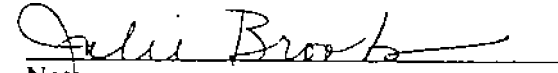
By: Sovereign Homes Corporation
a Texas Corporation

By: 1.1/
Name: AVI, Th) Pe-1/7-7), Fi
Title: r-2-2, rele., C)---/

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me this 26 of /February, 1999,
by Pa J. ieeek- President- of Sovereign Homes Corporation, a Texas corporation, on behalf of said
company, acting in its capacity as general partner of Sovereign Texas Homes, Ltd.

ry Public for the State of Texas



Nota

JULIE BROOKS
Putlir., State of Texas My
Commissron Expires 0717-01

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HIGHLAND:

HIGHLAND HOMES, LTD. A
Texas limited partnership

By: Highland Homes Corporation I
its general partner

By: _____
Name: J.
Title: Vice. prez

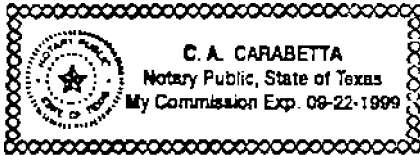
STATE OF TEXAS
COUNTY OF DALLAS

This hi -61; It was acknow

di _____
edged before me ' _____ of 4-/-: _____, 1999,

by 2 A=MO zllile4i/ a-04

, 17- of Highland Homes Corporation I, a
Texas_Zorporation, on behalf of said company, acting in its capacity as seneral partner of Highland Homes,
Ltd.



C. A. Carabetta
Notary Public for the State of Texas

ITUNTINGTON:

SANDERS CUSTOM BUILDER, LTD. A
Texas limited partnership

By: Highland Homes Corporation I its
general partner

By: _____

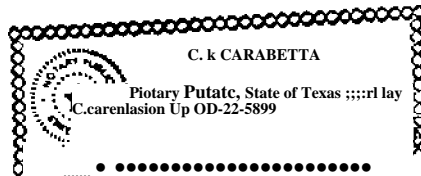
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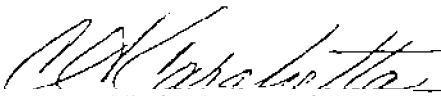
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STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this _____ of / f-4 _____, 1999,
by i-r di? / 0 // 1 icit-i- _____, K _____ of Hig_hiahd
Homes Corporation I, a Texa corporation, on behalf of said
company, acting in its capacity as general partner of Sanders Custom Builder, Ltd.




otary Public for the State of Texas

"EXHIBIT A" PROPERTY

Final Plat of Idlewood Green *at* Hidden Lakes, City of Keller, filed in Cabinet A, Slide 4421, August 12, 1998, Tarrant County, Texas.

Final Plat of Idlewood Oaks at Hidden Lakes, City of Keller, filed in Cabinet A, Slide 4420, August 12, 1998, Tarrant County, Texas.

Final Plat of Idlewood Estates, Phase 1 at Hidden Lakes. City of Keller, filed in Cabinet A, Slide 4525 September 29, 1998, Tarrant County, Texas, and

Final Plat of Idlewood Estates, Phase 2 at Hidden Lakes, City of Keller, filed in Cabinet A, slide 4608, November 4, 1998, Tarrant County, Texas.

D199062056
JERRY W RAGSDALE
8440 WALNUT HILL LANE
8TH FLOOR
DALLAS TX 75231

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

INDEXED--TARRANT COUNTY TEXAS S U Z A N N E H E N D E R S O N --
COUNTY CLERK OFFICIAL RECEIPT

T C: ATCOD INC DBA AMERICAN TITLE

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B Y: _____



ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS
INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.