

**AMENDMENT TO RESTRICTIONS,
COVENANTS AND CONDITIONS
OF PINION PARK**

D205 191245
FILED
TARRANT COUNTY TEXAS
2005 JUL -6 AM 8:55

SUZANNE HENDERSON
COUNTY CLERK

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT § BY _____

WHEREAS, TEN MILE BRIDGE, L.P., a Texas limited partnership (the "Owner", "Declarant" or "Developer"), did execute that certain DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF PINION PARK, dated September 8, 2004, filed for record September 14, 2004 and recorded under Clerk's File Number D204289451, Real Property Records of Tarrant County, Texas (hereinafter referred to as the "Original Declaration"); and did execute that certain AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") dated February 17, 2005, filed for record March 4, 2005, under Clerk's File Number D205060337, covering all residential lots within:

PINION PARK, an Addition to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Cabinet A, Slide 9433, and Cabinet A, Slide 9434, Plat Records of Tarrant County, Texas, and

WHEREAS, the Developer desires to amend the said recorded Amendment as hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following is set forth as an amendment to said Amendment:

The Amendment of record provided for a homeowner's association named "PINION PARK OWNERS ASSOCIATION, INC." and set forth provisions for assessments. However, it was intended to state, and this now does state as if included in said Amendment:

That TEN MILE BRIDGE, L.P., a Texas limited partnership (the "Owner", "Declarant" or "Developer"), shall be exempt from home owner's dues. Such dues shall be charged only to other lot owners and other builders, and the permanent home owners.

Nothing contained herein shall be construed as changing, altering, or amending the terms of the Original Declaration, except as specifically set out herein.

AMENDMENT TO RESTRICTIONS,
COVENANTS AND CONDITIONS
OF PINION PARK
PAGE 2

DATED as of the 27th day of June, 2005.

TEN MILE BRIDGE, L.P.,
a Texas limited partnership

BY: TEN MILE BRIDGE GP, L.L.C.,
a Texas limited liability company,
General Partner

BY: *Chris McBee*
(Typed/Printed Name) CHRIS MCBEE
(Typed/Printed Title) VICE PRES

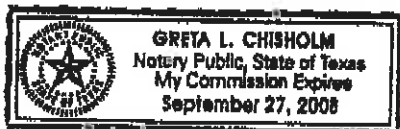
ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§

This instrument was acknowledged before me on the 30 day of
JUNE, 2005, by (Typed/Printed Name) CHRIS MCBEE,
(Typed/Printed Title) VICE PRES
of TEN MILE BRIDGE GP, L.L.C., a Texas limited liability company, on behalf of said limited
liability company, General Partner on behalf of TEN MILE BRIDGE, L.P., a Texas limited
partnership.

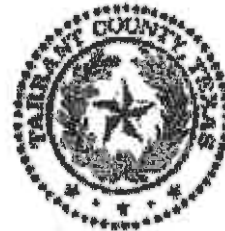
(Notary Seal):



Greta L Chisholm
Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:
RATTIKIN & RATTIKIN, L.L.P.
Attorneys at Law
Chase Texas Tower
201 Main Street, Suite 800
Fort Worth, Texas 76102-3132

AFTER RECORDING RETURN TO:
Rattikin Title Company
Chase Texas Tower
201 Main Street, Suite 800
Fort Worth, Texas 76102-3105



RATTIKIN TITLE CO
201 MAIN ST 800

FTW TX 76102

Submitter: RATTIKIN TITLE (OPR)

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

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

Filed For Registration: 07/06/2005 08:54 AM
Instrument #: D205191245
OPR 3 PGS \$16.00

By: _____



D205191245

**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.**

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D205060337

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED TARRANT COUNTY TEXAS

This Amendment to Declaration Of Covenants, Conditions And Restrictions (hereinafter referred to as this "Amendment") is executed this 17 day of FEBRUARY, 2005 by TEN MILE BRIDGE, L.P. (hereinafter referred to as "Declarant").
2005 MAR -3 PM 3:02
SUZANNE L. JOHNSON
COUNTY CLERK

WITNESSETH:

WHEREAS, Declarant is the sole owner of all residential lots within

PINION PARK, an Addition to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Cabinet A, Slides 9433 and 9434, Plat Records of Tarrant County, Texas

(hereinafter referred to as the "Addition"); and

WHEREAS, all residential lots within the Addition are subject to the terms, conditions and provisions of that certain Declaration Of Restrictions, and Conditions of Pinion Park (hereinafter referred to as the "Original Declaration") dated September 8, 2004, recorded under Clerk's File No. D204289451, Deed Records of Tarrant County, Texas; and

WHEREAS, the Declarant desires to amend the Original Declaration as hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, hereby agrees as follows:

1. All Residential Lots within Pinion Park shall be subject to the following additional restrictions:
 - a. Declarant, its successors and assigns, desires to provide for the maintenance of certain common areas within the subdivision; and to this end desires to subject the Residential Lots, together with such additional lands as may hereafter be made subject hereto, to the covenants, easements, conditions, restrictions, reservations, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Residential Lots and all additions thereto, and each Owner of any part thereof. Declarant, its successors and assigns, has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an Association (hereafter defined) to which shall be delegated and assigned the powers of maintaining, administering and enforcing these covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created. In Furtherance thereof, Declarant, has incorporated, or shall incorporate the PINION

PARK OWNERS ASSOCIATION, INC. (the "Association"), a non-profit organization created under the laws of the State of Texas, and has established the By-laws by which said Association shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid.

- b. The Association is hereby granted an easement and Right-of-Way in and to the Common Area (as hereinafter defined) for purposes of the construction, repair and maintenance of a detention pond located thereon. Upon completion of the detention pond, Declarant, its successors and assigns, shall deed the Common Area to the Association at no expense to the Association other than normal closing costs. For purposes of this instrument, the Common Area shall be defined as Lot 1R, Block 1 of the Addition.
- c. The Association shall make, publish and enforce reasonable rules and regulations governing the use and enjoyment of the Common Area or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with and observed by each Owner.
- d. The Association shall be responsible for all costs of maintaining the Common Area, including, but not limited to, taxes, assessments, maintenance, repair and improvements located thereon.
- e. Each Residential Lot Owner shall be a member of the Association, and there shall be Class "A" and Class "B" members as defined below.
- f. Voting Rights.

1. Class A. Except as provided under "Class B" below, each Residential Lot Owner as defined in Article One shall be a Class A member. Each Class A member shall be entitled to one (1) vote for each Residential Lot in which he holds the full fee interest. When the full fee interest in any Residential Lot is held by more than one person, all such persons shall be members, and the vote for such Residential Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Residential Lot.

2. Class B. The Class B member(s) shall be Declarant. The Class B member(s) shall be entitled to three (3) votes for each Residential Lot in which it holds the full fee interest, provided that the Class B membership shall cease when all lots within the Residential Lots are conveyed to Owners other than Declarant.



Any Owner who is delinquent in the payment of any assessment or any other charge payable to the Association by such Owner, or his lessees or tenants, as hereafter set forth, shall not be entitled to vote during any period in which any such fees or assessments are delinquent.

- g. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents and tenants of the Residential Lots and in particular for the improvement and maintenance of the Common Area, and for services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the detention pond, the enforcement of restrictions upon the use of the land within the Residential Lots and for performing any other act or duty provided or authorized herein, such other items of expense deemed by the Association in good faith and sole discretion to be necessary and desirable for the enforcement of these Restrictions and operation of the Association, and the repayment of any funds borrowed by the Association in accordance with its Articles of Incorporation and By-laws.
- h. Declarant, for each lot owned by Declarant within the Residential Lots, hereby covenants, and each Owner of any lot or any part thereof, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, hereby covenants and agrees to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Annual and special assessment shall constitute and be secured by a separate and subsisting lien as more fully described herein.
- i. Beginning January 1, 2005, the maximum annual assessment shall be \$120.00 per Residential Lot, paid semi-annually. Each semi-annual payment of the assessment shall be due on January 1 and July 1 of each year. Based on actual expenses incurred by the Association during the year ending December 31, 2005, the Board shall increase or decrease the annual assessment for the year beginning January 1, 2006, to accurately reflect the costs of operation of the Association.

From and after the adjustment made for the year beginning January 1, 2006, the annual assessment may be increased as follows:

- 1. The Board may determine and certify that the then current annual assessment is not sufficient to meet reasonable expenses of the Association and, at a meeting of the Directors called for such purpose by majority vote of the Directors in lieu of a meeting, may vote to increase the annual assessment by an amount not to exceed 25% of the previous annual assessment. The annual assessment shall not be increased more than once in any calendar year, and any increases shall not take effect retroactively.
- 2. The annual assessment may be increased above 25% with the written consent of at least two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
- 3. The annual assessment may be reduced by resolution of the Board.

- j. In addition to the annual assessments authorized herein, the Association may levy 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 any addition, construction (other than the cost of installation of the initial capital improvements), or reconstruction, repair or replacement of a capital improvement in the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of at least two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The rate of special assessments shall be applied equally to all Residential Lots subject to this Declaration, irrespective of lot location.
- k. The annual assessments provided for herein shall commence on the first day of the month following the date of conveyance by Declarant to an Owner. Declarant, his successors and assigns, shall be subject to and liable for payment of the annual assessments for each Residential Lot owned within the Property beginning January 1, 2005, and for all subsequent years until title to each Residential Lot is conveyed to an Owner, as required to fund the expense of the Association. Each semi-annual payment of the assessment shall be due on January 1 and July 1 of each year.
- l. If assessments are not paid on the date when due and payable as specified herein, then such assessment shall be delinquent and shall, together with interest thereof, attorneys' fees, court costs and other costs of collection thereof, become a continuing lien on the Residential Lot as well as the personal obligation of the then Owner. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the maximum rate permitted by Texas law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Residential Lot. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use or abandonment of his Residential Lot.
- m. The annual assessments and the special assessments shall each constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and shall exist upon and against each Residential Lot and all improvements thereon, for the benefit of the Association and all Owners and shall be prior and superior to all other liens, except that the same shall be subordinate and inferior to (a) all liens for taxes or special assessments, levied by County and State Governments or any political subdivision or special district thereof, and (b) all liens, including, but not limited to, vendor's liens, deeds of trust, mortgages and other security instruments which secure any loan for any part of the purchase price of the lot and/or improvements placed thereon filed for record prior to the date when such charges or assessments become due and payable. No foreclosure shall free any Residential Lot from the liens securing assessments thereafter becoming due and payable, nor shall the personal obligation of the Owner foreclosed be extinguished by any foreclosure.

2. The provisions of this Amendment shall not apply to any Commercial Lots located within the Addition.

3. Nothing contained herein shall be construed as changing, altering, or amending the terms of the Original Declaration, except as specifically set out herein.

Executed to be effective as of the date first above written.

DECLARANT:

TEN MILE BRIDGE, L.P., a Texas limited partnership

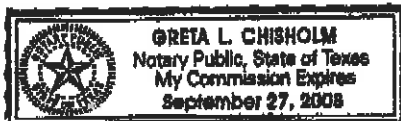
By: Ten Mile Bridge GP, L.L.C., a Texas limited liability company, General Partner

By: Mearl McBee
Mearl McBee, Manager

ACKNOWLEDGEMENT

THE STATE OF TEXAS }
 }
COUNTY OF TARRANT}

THE FOREGOING INSTRUMENT was acknowledged before me this 17 day of FEBRUARY, 2008, by Mearl McBee, Manager of Ten Mile Bridge GP, L.L.C., on behalf of said limited liability company, General Partner on behalf of Ten Mile Bridge, L.P., a Texas limited partnership.

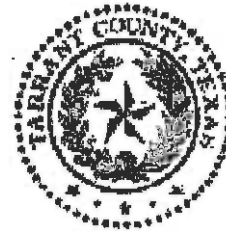


Greta L. Chisholm
Notary Public, State of Texas

RATTIKIN TITLE CO
201 MAIN ST 800

FTW TX 76102

Submitter: RATTIKIN TITLE CO



SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

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Filed For Registration: 03/04/2005 09:30 AM
Instrument #: D205060337
OPR 6 PGS \$22.00

By: _____



D205060337

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.

0204289451

TARRANT COUNTY TEXAS

2004 SEP 14 PM 2:44

SUBJECT: PINION PARK

BY

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098
RTC GF-04C64460-BSG:jar

**DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF
PINION PARK**

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT §

WHEREAS, TEN MILE BRIDGE, L.P., a Texas limited partnership, is the owner of a certain tract out of the WILLIAM DEAN SURVEY, Abstract No. 436, City of Fort Worth, Tarrant County, Texas, CONTAINING approximately 29.40 acres of land, and said tract of land has been platted and dedicated into lots and blocks in PINION PARK, an Addition to the City of Fort Worth, Tarrant County, Texas.

KNOW ALL MEN BY THESE PRESENTS, this DECLARATION is made on this 8th day of September, 2004, by TEN MILE BRIDGE, L.P, a Texas limited partnership (hereinafter sometimes referred to as "Owner", "Declarant" or "Developer").

DESCRIPTION OF PROPERTY

The land to which these Restrictions apply is the hereinabove mentioned tract of land as platted and dedicated into lots and blocks, described as follows:

Lots 1-11, Block 1; Lots 1-16, Block 2; Lots 1-12, Block 3, Lots 1-12, Block 4, Lots 1-12, Block 5, Lots 1-17, Block 6, Lots 1-8, Block 7 and Lots 1-10, Block 8, PINION PARK, an Addition to the City of Fort Worth, Tarrant County, Texas, according to plats recorded in Cabinet A, Slide 9433 and Cabinet A, Slide 9434 Plat Records of Tarrant County, Texas. (hereinafter collectively referred to as the "Lots", or individually as a "Lot").

For purposes of this Declaration, Lot 11, Block 1 and Lot 16, Block 2, shall be collectively referred to as the "Commercial Lots", and all lots other than the Commercial Lots shall be collectively referred to herein as the "Residential Lots".

ARCHITECTURAL REVIEW COMMITTEE

There shall be an Architectural Review Committee (ARC) made up of Developer and any other members of Developer's choosing, if any.

DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF
PINION PARK
Page 2

No buildings, parking areas, structures, additions or improvements shall be erected or placed on any Lot until the construction plans and specifications including, but not limited to, curb cuts, site layout, building location, building materials, colors, elevations, signs, landscaping, internal drainage, off-street vehicular parking, vehicular access and flow, exterior illumination, and underground utilities have been submitted to and approved in writing by the ARC or its assignee as hereinafter provided. In the event ARC fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt thereof, they shall be deemed to be approved, and the related covenants set out herein shall be deemed to have been fully satisfied. If the ARC disapproves plans and specifications submitted by Owner, and the ARC and Owner are not able to resolve their differences within thirty (30) days thereafter, then following Owner's written request therefor, Declarant may at Declarant's option repurchase the land from Owner, for the original purchase price paid to Declarant, and Owner shall thereupon reconvey the land to Declarant by special warranty deed free and clear of all liens and encumbrances other than those to which this Declaration is subject. The failure of Declarant to exercise such repurchase option shall in no way impair or alter the obligations of Owner as set forth in this Declaration. The ARC or its assignee, at its sole discretion, is hereby permitted to approve deviations in the Restrictive Covenants set forth in this Declaration in instances where, in its judgment, such deviation will result in a more common beneficial use and enhance the overall development plan for the Properties. Such approvals must be granted in writing and when given, will become a part of these restrictions. The ARC may, from time to time, promulgate written guidelines ("ARC Guidelines") for the benefit of all the Owners covering such matters as style of architecture, color schemes, building materials, landscaping, signage, parking, sprinkler systems, and exterior elevations.

RESIDENTIAL RESTRICTIVE COVENANTS

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

- a. All dwellings shall be constructed to front on the street on which the Lot fronts unless any Lot in question fronts on two streets in which case the dwelling

**DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF
PINION PARK
Page 3**

constructed on such Lot shall front on either of the two streets or partially on both.

b. All dwellings and accessory structures shall be erected and maintained behind the building line shown on the Lot.

c. All dwellings or accessory structures shall have side building lines of not less than seven and one-half feet (7.5') on each side.

d. The floor area (that enclosed for heating and/or air conditioning) of any dwelling built upon any Lot shall be not less than the following: All dwellings - 1,600 square feet. One and one-half and/or two story dwellings shall have a minimum ground floor area of 1,000 square feet on the first floor with a minimum total area of 1,800 square feet.

e. All dwellings shall be constructed of stone, masonry, hardiplank siding or brick to the extent of at least one hundred percent (100%) on the front exterior wall and at least seventy-five percent (75%) of the area of the other three sides, said front and other three sides' exterior walls exclusive of windows, doors and overhanging eaves.

f. Roofs shall be composed of minimum 250 lb. shingles in wood tone color. All roofs shall be not less than a 6/12 pitch.

g. No fence, wall or hedge shall be placed on any Lot nearer to the front street than is permitted for the house on said Lot; no fence, wall or hedge shall be placed on any portion of the sites with a greater height than eight feet (8') and no wire or woven fence is permitted on any part of any Lot. All fences must be constructed of wood; however, no retaining walls fronting the street may be constructed of wood, but must consist of masonry construction only. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property.

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

DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF
PINION PARK
Page 4

constructed upon a Lot.

- i. None of the lots shall be subdivided into smaller Lots.
- j. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purpose.
- k. All Residential Lots must be used for single-family residential purposes only; no commercial use or activity shall be allowed.
- l. No noxious or offensive act or activity shall be allowed upon any Lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.
- m. No sign shall be erected or maintained on any Lot, except a "For Sale" sign which sign shall not exceed fifteen (15) square feet in size, or a sign owned by the Developer.
- n. No radio, television or other aerial, including a satellite dish, shall extend above the highest point of the roof of any building and no such aerial shall be maintained on any Lot not containing a dwelling.
- o. Any garage visible from the street must be painted and maintained by the property owner in a neat and orderly fashion.
- p. A Lot or any portion of any Lot that is exposed to the public view must be maintained by the property owner in a neat and orderly fashion.
- q. No Lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc.
- r. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure shall be erected, maintained or permitted upon any Lot.
- s. No outbuilding, shop or trailer or residence of a temporary character shall be permitted. No building materials of any kind or character shall be stored upon the Lot until the owner is ready to commence improvement.
- t. No boat, trailer, mobile home, camper, boat trailer or similar wheeled vehicle

DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF
PINION PARK
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or any vehicle in need of repair shall be stored in view of the street. No house trailer, mobile home, camper, boat trailer or similar wheeled vehicle or any vehicle which is not in operable condition shall be stored or parked on any Lot, except in a closed garage or within the fenced, walled or enclosed portion of such Lot.

u. Specifically exempted from the provisions of this section are activities by the Developers of Pinion Park, carried out in the regular pursuit of construction, maintenance and sales within the subdivision which exemption shall end when all development activity including sales by them are completed.

v. No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Addition at any time.

w. Mailboxes shall be constructed of brick to match the residence.

x. Each Lot on which a dwelling unit is constructed shall have Bermuda or St. Augustine grass in the entire (front, side and rear) yard, installed within sixty (60) days of occupancy. Lot owners shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition.

y. Each Lot owner shall mow and maintain the landscaping and vegetation of his Lot in such a manner as to control weeds, grass and/or other unsightly growth. If, after ten (10) days prior written notice Owner shall fail to (1) control weeds, grass and/or other unsightly growth, (2) remove trash, rubble, building and construction debris, or (3) exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, then the Developer shall have the easement, authority and right, but not the obligation, to go onto said Lot for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Lot owner a reasonable fee for mowing and cleaning said Lot on each respective occasion of such mowing or cleaning. The assessments, plus 10% interest per annum thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Lot against which each assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the owner of such Lot at the time when the assessment occurred. The lien securing any such assessment

DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF
PINION PARK
Page 6

shall be subordinate and inferior to the lien of any mortgage or any renewals or extensions thereof existing prior to the assessment date. The lien will accrue from date a "Notice of Lien" is filed in the lien records of Tarrant County, Texas.

z. All garages shall be set back at least six (6) feet from the front corner of the dwelling.

aa. The owner of Lot 1, Block 1 has the obligation and responsibility of maintaining the detention pond thereon in a clean and safe condition at all times, and in compliance with all governmental regulations.

COMMERCIAL RESTRICTIVE COVENANTS

Declarant desires that the Commercial Lots or any portion thereof held, sold or conveyed be subject to the following covenants, conditions, restrictions, reservations and easements, which are for the purpose of establishing a uniform plan for the development, improvement and sale of the Commercial Lots and to insure the preservation of such plan for the benefit of both present and future owners of the Commercial Lots.

For purposes of this Declaration, "Common Area" shall mean all those areas on each Commercial Lot or parcel which although are owned by the owner of the Commercial Lot, shall be treated as common area. Such areas are those which are not building area or Building Sites, together with those portions of the building area or Building Site on each parcel which are not from time to time actually covered by a building or other commercial structure or which cannot under the terms of this Declaration be used for buildings. Such areas shall include, but are not limited to, landscaped areas, parking areas, courtyards and fountains.

The Commercial Lots shall be impressed with the following restrictions, covenants and conditions:

- a. ~~Any building shall be built on the area designated as "Building Sites" on the Site Plan attached hereto as Exhibit "A".~~
- b. Only one building or structure may be erected on each Commercial Lot, unless



DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF
PINION PARK
Page 6

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The Commercial Lots shall be impressed with the following restrictions, covenants and conditions:

- a. ~~All buildings shall be constructed in accordance with the design and construction shown on the Site Plan attached hereto as Exhibit A.~~
- b. Only one building or structure may be erected on each Commercial Lot, unless



DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF
PINION PARK
Page 7

approved in writing by Declarant.

c. All improvements to the Commercial Lots including, but not limited to, buildings, landscaping, retaining walls, parking areas and other public use spaces must comply with all governmental rules and regulations.

d. The floor area (that enclosed for heating and/or air conditioning) of any building built upon any Commercial Lot shall be not less than the following: All buildings - 3,000 square feet. One and one-half and/or two story buildings shall have a minimum ground floor area of 2000 square feet on the first floor with a minimum total area of 4,000 square feet.

e. All buildings shall be constructed of stone, masonry, or brick to the extent of at least one hundred percent (100%) on all exterior walls exclusive of windows, doors and overhanging eaves.

f. Roofs shall be composed of 300 lb. composition. All roofs shall be not less than an 8/12 pitch.

g. No building shall be erected, altered, placed or permitted to remain on any Commercial Lot which exceeds two (2) stories in height.

h. No Commercial Lot shall be subdivided into smaller Commercial Lots without the express prior written consent of Developer and the ARC.

i. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Commercial Lot. No massage parlor, topless club, any other sexually oriented business, facility for the sale of paraphernalia for use wit illicit drugs or a facility for the sale or display of pornographic material (as determined by community standards for the area) may be located on any Commercial Lot.

j. No noxious or offensive act or activity shall be allowed upon any Commercial Lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

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- k. No sign shall be erected or maintained on any Commercial Lot, except a "For Sale" sign which sign shall not exceed fifteen (15) square feet in size, or a sign owned by the Developer, without written approval of Declarant.
- l. No radio, television or other aerial, including a satellite dish, shall extend above the highest point of the roof of any building and no such aerial shall be maintained on any Commercial Lot not containing a building.
- m. No garage, or other structure designed or intended to be used for the storage or housing of automobiles or other vehicles, shall be constructed in such way as that the doors, or openings thereof, will face toward any street; save and except that the ARC may allow exceptions to this provision if, in its exclusive discretion, it deems fit.
- n. A Lot or any portion of any Commercial Lot that is exposed to the public view must be maintained by the property owner in a neat and orderly fashion.
- o. No Commercial Lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc.
- p. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Commercial Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Commercial Lot. No derrick or other structure shall be erected, maintained or permitted upon any Commercial Lot.
- q. No outbuilding, shop or trailer or residence of a temporary character shall be permitted. No building materials of any kind or character shall be stored upon the Commercial Lot until the owner is ready to commence improvement.
- r. No boat, house trailer, mobile home, camper, boat trailer or similar wheeled vehicle or any vehicle which is not in operable condition shall be stored or parked on any Commercial Lot.

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- s. Specifically exempted from the provisions of this section are activities by the Developers of Pinion Park, carried out in the regular pursuit of construction, maintenance and sales within the subdivision which exemption shall end when all development activity including sales by them are completed.
- t. No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Addition at any time.
- u. Surface drainage shall be collected on-site and directed over land, within the confines of each individual Commercial Lot, to the most appropriate adjacent drainage facility. Care shall be taken not to cause damage to adjacent properties during construction or after completion of the construction.
- v. No pipe, conduit, cable or line for water, gas, sewage, drainage, steam, electricity or any other energy or service shall be installed or maintained (outside of building) above the surface of the ground within any Commercial Lot, unless otherwise approved in writing by the ARC.
- w. Each Commercial Lot owner shall at a minimum comply with all governmental ordinances, rules, regulations and requirements, including without limitation zoning requirements, spacing requirements, setback lines, parking requirements, landscape requirements, fire lanes, parking circulation and driveway approaches.
- x. One shade tree is required for every 20 feet of street frontage along Theodore Street, excluding drive approaches. All street shade trees shall be a minimum of 4 inches in caliper, and all parking lot trees and other areas within a Commercial Lot shall be 3 inches in caliper. Street trees shall be placed 5 to 15 feet from the curb.
- y. Each Commercial Lot shall be irrigated with a commercial grade irrigation system consisting of an underground sprinkler system capable of providing the proper amount of water for the type of plant material used. The sprinkler system should be configured to prevent over-spray of water onto streets and sidewalks.

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- z. Each Owner shall have the duty of and responsibility for routine maintenance and repair of the all improvements and landscaping within the Common Areas on their respective Commercial Lot in a safe, clean and attractive condition at all times. If, in the opinion of any other Owner, one Owner or lessee is failing in this duty and responsibility, then the non-defaulting Owner may elect to give notice of such fact to such defaulting Owner or lessee, who shall within three (3) days of such notice undertake the care and maintenance required to restore the Common Areas on said Owner's Commercial Lot to a safe, clean and attractive condition. Should any Owner or lessee fail to fulfill this duty and responsibility after such notice, the non defaulting Owner shall have the right and power to perform such care and maintenance, and the defaulting Owner or lessee shall fully reimburse the non-defaulting Owner immediately upon demand for all costs, fees and expenses incurred by the non-defaulting Owner in connection therewith.
- aa. The Owners of the Commercial Lots may join together to contribute to a common fund for the maintenance and repair of the Common Areas at their discretion.
- bb. All exterior and landscape lighting on the Commercial Lots must be shielded from the Residential Lots. Low mounted lights, not to exceed twenty (20) feet in height, shall be used for parking areas within 100 feet of a Residential Lot.
- cc. All parking areas which are not screened by on-site buildings shall be screened from view of Residential Lots by fencing, screening shrubs, walls or berms. An eight (8) foot solid surface wall complying with the restrictions herein expressed must be constructed along the boundary line between the commercial lots and residential lots.
- dd. Each Commercial Lot owner shall mow and maintain the landscaping and vegetation of his Commercial Lot in such a manner as to control weeds, grass and/or other unsightly growth. If, after ten (10) days prior written notice Owner shall fail to

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(1) control weeds, grass and/or other unsightly growth, (2) remove trash, rubble, building and construction debris, or (3) exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, then the Developer shall have the easement, authority and right, but not the obligation, to go onto said Commercial Lot for the purpose of mowing and cleaning said Commercial Lot and shall have the authority and right to assess and collect from the Commercial Lot owner a reasonable fee for mowing and cleaning said Commercial Lot on each respective occasion of such mowing or cleaning. The assessments, plus 10% interest per annum thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Commercial Lot against which each assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the owner of such Lot at the time when the assessment occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage or any renewals or extensions thereof existing prior to the assessment date. The lien will accrue from date a "Notice of Lien" is filed in the lien records of Tarrant County, Texas.

ec. All landscape placements, installations, alterations or modifications shall be subject to the prior consent of the ARC pursuant to the provisions of this Declaration. In connection therewith, detailed landscape plants for each Commercial Lot must be submitted to the ARC for approval.

ff. All landscaping must be approved and installed within sixty (60) days of the issuance of a certificate of occupancy by the municipal authorities.

gg. Subject to the provisions of this Declaration, every owner of a Commercial Lot shall have a non-exclusive common right and easement of enjoyment in the Common Areas and facilities and such right and easement shall run with the land, be appurtenant to and shall pass with the title to every Commercial Lot, or subdivided

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portion thereof. The rights and easements of enjoyment shall be subject to the rights and easements now existing or hereafter created in favor of Declarant or others as referred to or provided for in this Declaration.

hh. Easements over the Commercial Lots and Common Areas for the installation and maintenance of electric, telephone, television, water, gas, sanitary sewer lines and drainage facilities, fountain, landscaping, signage and irrigation are hereby reserved by Declarant.

GENERAL PROVISIONS

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

EXECUTED the day and year first above written.

OWNER, DEVELOPER, DECLARANT:

TEN MILE BRIDGE, L.P.,
a Texas limited partnership

BY: TEN MILE BRIDGE GP, L.L.C.,
a Texas limited liability company, General Partner

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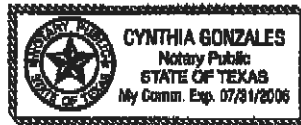
BY: Lee Herron
Lee Herron, Manager

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ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 8th day of
September, 2004, by LEE HERRON, Manager of TEN MILE BRIDGE GP, L.L.C., on
behalf of said limited liability company, General Partner on behalf of TEN MILE BRIDGE, L.P.,
a Texas limited partnership.



Cynthia Gonzales
Notary Public, State of Texas
Printed Name: Cynthia Gonzales
My Commission expires: _____

AFTER RECORDING RETURN TO:

Rattikin Title Company
Chase Texas Tower
201 Main Street, Suite 800
Fort Worth, Texas 76102-3105



RATTIKIN TITLE CO
201 MAIN ST #800

FT WORTH TX 76102

Submitter: RATTIKIN TITLE

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

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

Filed For Registration: 09/14/2004 02:44 PM
Instrument #: D204289451
OPR 16 PGS \$42.00

By: _____



D204289451

**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.**