

BYLAWS
OF
FOSSIL SPRINGS PHASE III HOMEOWNERS' ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is FOSSIL SPRINGS PHASE III HOMEOWNERS' ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 5137 Davis Blvd., Fort Worth, Texas 76180, but meetings of members and directors may be held at such places within the State of Texas, County of Tarrant, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" means FOSSIL SPRINGS PHASE III HOMEOWNERS' ASSOCIATION, a Non-Profit Corporation, its successors and assigns.

Section 2. "Properties" means and refers to that certain real property described in the subdivision plat for FOSSIL SPRINGS PHASE III, being a replat of Lot 1B, Block 1, FOSSIL SPRINGS ADDITION, Cabinet A, Slide 1380, and Tract B, Block 1, FOSSIL SPRINGS ADDITION, Volume 388-197, Page 55, Haltom City, Tarrant County, Texas; Block E, Lots 1-28; Block F, Lots 1-33; Block H, Lots 1-11, in the Plat Records of Tarrant County, Texas.

Section 3. "Lot" means any numbered plat of land shown upon any recorded subdivision plat of the Properties and all plats or lots hereinafter annexed.

Section 4. "Common Area" shall mean all property owned by the Association for the common use and benefit of the owners, if any.

Section 5. "Owner" means the record owner of fee simple title to any Lot situated upon the Properties.

Section 6. "Declarant" means and refers to SANDLIN-DELAFIELD, INC., a Texas corporation, its successors and assigns.

Section 7. "Restrictions" means and refers to the Declaration of Covenants, Conditions and Restrictions applicable to

the Properties recorded in the Office of the Tarrant County Clerk, as amended from time to time.

Section 8. "Member" means and refers to every person or entity who holds membership in the Association.

Section 9. "Other words and terms" used herein shall be construed according to the definitions of same which are set forth in the Restrictions.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the second Thursday in June, and each subsequent regular annual meeting of the members shall be held on the second Thursday of July of each year thereafter, at the hour of 7:30 P.M. If the day for annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president, or by a majority of the Board of Directors, or upon written request of 25% of the total votes as calculated in Article III of the Declaration of Covenants, Conditions and Restrictions who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than fifteen (15) days nor more than sixty (60) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-fifth (1/5th) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions, or these Bylaws. If, however, such quorum shall not

be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Transaction of Business. When a quorum is present at any meeting, the vote of the members holding a majority of the votes having voting power present in person or represented by proxy shall decide any question before such meeting, unless the question is one upon which by express provision of the statutes, the Restrictions, or these Bylaws, a different vote is required in which case such express provision shall govern. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding withdrawal of any members to leave less than a quorum.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than seven (7) directors, who shall be members of the Association.

Section 2. Term of Office. The members shall elect three (3) directors for a term of one (1) year and three (3) directors for a term of two (2) years. At each annual meeting thereafter the members shall elect directors whose terms have expired for a term of two (2) years. The past president shall serve an additional year regardless if his term has expired, but during that year the past president shall not be elected president if not elected to the Board by the members.

Section 3. Removal. Any director may be removed from the board, with or without cause, by a majority vote of members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duty.

Section 5. Meetings. The Board may hold meetings, both regular and special, only within the State of Texas provided proper notice or consent in lieu thereof has been afforded the directors in accordance with the laws of the State of Texas. Regular meetings of the Board shall be held monthly or more frequently as called by the President or by a majority of the Board members at such time and place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the President and/or Secretary on two (2) days' notice to each director either personally or by mail or telegram. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of the majority of the directors except as may be otherwise expressly provided by statute, the Articles of Incorporation or these Bylaws. Neither the business to be transacted at, nor the purpose of any special meeting need be specified in a notice or waiver of notice. At all meetings of the Board of Directors, the presence of a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as otherwise specifically provided by statute, the Restrictions, the Articles of Incorporation or these Bylaws. If a quorum shall not be present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present. Meetings may be held from time to time, as determined by the Board, by telephonic or other electronic means after proper notice or waiver of notice.

Section 6. Action Taken Without a Meeting. By obtaining the written approval of all the directors, the directors shall have the right to take any action in the absence of a meeting which they could take at a meeting. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
BUDGET

Section 1. Establishment of Budget. The Board of Directors will prepare an Annual Budget to carry out the purpose of the Association as defined by the Restrictions, Articles of Incorporation and Bylaws.

Section 2. Budget Approval. The Board of Directors will present the Annual Budget to the Association members at or before the "Annual Meeting" for approval by vote in person or proxy by the majority of the members.

Section 3. Non-Approval. If the new budget presented by the Board of Directors is not approved, then the last years' budget is automatically reapproved until a new budget is passed.

Section 4. Spending Limits. The Annual Budget defines the spending limit in aggregate to which the Board of Directors are authorized. Within this limit the Board may approve spending as they deem appropriate to meet the needs of the Association.

ARTICLE VI
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. With exception of the meeting on the second Thursday of April, the Nominating Committee shall be appointed by the Board of Directors at least ninety (90) days prior to each annual meeting to serve until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the

Restrictions. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area, landscaping, clubhouse, pool and other property located on the Common Area, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Restrictions;
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the members who are entitled to vote;
- (b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual

- assessment period, and determine whether it shall be paid in installments and when due and payable;
- (d) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
 - (e) determine the remedies in law against any property for which assessments are not paid within one (1) month after due date;
 - (f) to begin an action at law against the Owner personally obligated to pay the delinquent assessment, or grant an extension to the due date of payment upon the written request of the member due to hardship;
 - (g) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;
 - (h) procure and maintain adequate liability and hazard insurance on property owned by the Association as set out in the Restrictions;
 - (i) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
 - (j) cause to be maintained the Common Area landscaping and designated public properties to the extent provided in the recorded Restrictions for the Properties;
 - (k) promote beautification of FOSSIL SPRINGS PHASE III, determine areas to be maintained by the Association, gather bids for maintenance of those areas, create acceptance criteria for the proposals, administer the maintenance of the areas upon acceptance, and identify restriction violations and be responsible to take action to clear said restriction violations;
 - (l) monitor and support or oppose community issues which could affect the stability of property value, beauty and safety of FOSSIL SPRINGS PHASE III, interact with city

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maintenance, fire, and policy departments to ensure services are fairly distributed to FOSSIL SPRINGS PHASE III that are significant to interest of FOSSIL SPRINGS PHASE III and stay informed on the current issues that are being considered by the City Council.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Officers. The officers of this Association shall be a president and a vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers or agents as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

- (a) President - The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes;
- (b) Vice-President - The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board;
- (c) Secretary - The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board;
- (d) Treasurer - The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and co-sign all promissory notes of the Association; keep proper books of account; cause an annual statement of the Association books which may be audited or unaudited as the Board of Members may determine to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver

a copy of each to the members. The day to day responsibilities are to be delegated to an outside bookkeeping service subject to the approval of the Board of Directors.

ARTICLE IX COMMITTEES

The Board of Directors shall also serve as the Architectural Control Committee, as provided in the Restrictions. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall be subject to inspection by any member, and the Restrictions, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member by making an appointment through the secretary of the Board of Directors.

ARTICLE XI ASSESSMENTS

Section 1. Obligation. As more fully provided in the Restrictions, each member is obligated to pay to the Association annual and special assessments.

Section 2. Delinquency. Any assessments which are not paid when due shall be delinquent.

Section 3. Penalty. If the assessment is not paid within thirty (30) days after the due date, a delinquency charge of \$20.00 shall be assessed to the member and the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum.

Section 4. Extension. The Board shall have the right to extend the due date of payment upon the written request of the member due to hardship, or begin action under law against the member personally obligated.

Section 5. Costs. Any interest, delinquency charge, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

Section 6. Liability. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

ARTICLE XII
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of sixty-seven percent (67%) of total votes as calculated under Article III of the Declaration of Covenants, Conditions and Restrictions present in person or by proxy.

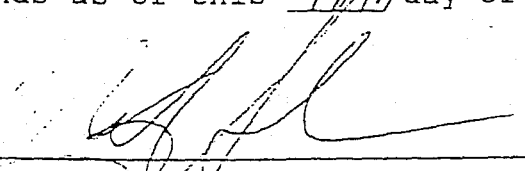
Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Bylaws shall control, and in the case of any conflict between the Restrictions and these Bylaws, the Restrictions shall control.

ARTICLE XIV
MISCELLANEOUS

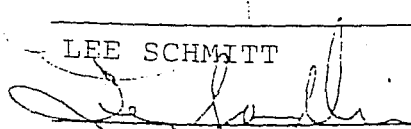
Any assessment will be subordinate and inferior to a recorded Deed of Trust provided the Deed of Trust was filed of record before the filing of "a notice of delinquent assessments".

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of FOSSIL SPRINGS PHASE III HOMEOWNERS' ASSOCIATION, have hereunto set our hands as of this 19th day of June, 1995.



MIKE SANDLIN



LEE SCHMITT



TERRY SANDLIN

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FOSSIL SPRINGS PHASE III
TARRANT COUNTY

112
THE STATE OF TEXAS §

THE COUNTY OF TARRANT §

This Declaration, made on the date hereinafter set forth by Sandlin-Delafield, Inc., a Texas Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain property described as Lots 1 through 28, both inclusive, Block E; Lots 1 through 33, both inclusive, Block F, and Lots 1 through 11, both inclusive, Block H, FOSSIL SPRINGS, PHASE III, an addition to the City of Haltom City, Tarrant County, Texas, according to the plat recorded in Cabinet A, Pages 2150 and 2151, Plat Records, Tarrant County, Texas;

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against the Property in order to establish a uniform plan for the development, improvement and sale of such Property and to insure the preservation of such uniform plan for the benefit of both the present and future owners of Lots in said proposed Subdivision:

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the Property and Lots in FOSSIL SPRINGS PHASE III, and covenants and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof. In the event there is a conflict between these restrictions and any prior restrictions which may apply to this property, the terms of these restrictions shall control.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to FOSSIL SPRINGS PHASE III HOMEOWNERS' ASSOCIATION, a non-profit corporation, successors and assigns:

Section 2. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 3. "PROPERTIES" shall mean and refer to that certain above described real property, subject to the Reservations set forth in this document.

Section 4. "LOT" and/or "LOTS" shall mean and refer to any plot of land as described above or as described in the Plat, and all plats or Lots annexed pursuant to Section 4 of Article VII hereof.

Section 5. "COMMON AREA" shall mean all property owned by the Association for the common use and benefit of the owners, if any.

Section 6. "DECLARANT" shall mean and refer to Sandlin-Delafield, Inc. a Texas Corporation and its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development or are so designated in writing by Declarant as the successors and assigns of all Declarant's rights hereunder and recorded in the Real Property Records of Tarrant County.

Section 7. "SUBDIVISION" shall mean and refer to the Properties and any additional properties which may hereafter be brought within the scheme of this Declaration pursuant to the provisions set forth herein and hereafter brought within the jurisdiction of the Association.

Section 8. "ARCHITECTURAL CONTROL COMMITTEE" shall mean and refer to the FOSSIL SPRINGS PHASE III, Architectural Control

Committee provided for in Article IV hereof.

Section 9. "BUILDER" shall mean and refer to the record owner, whether a person or entity, of a fee simple title to any Lot which is a part of the Properties, who constructs a residence thereon and who offers the Lot and its improvements for resale to the public.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. Records and subdivision maps of the Properties.

The recorded subdivision maps of the Properties shall dedicate for use as such, subject to the limitations as set forth therein, the streets and easements shown thereon, and such recorded subdivision maps of the Properties shall further establish certain restrictions applicable to the Properties, including without limitation certain minimum setback lines, and all dedications, limitations, restrictions and reservations shown on the recorded plats or replats of the subdivision shall be incorporated herein by separate amendment hereof, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

Declarant shall have the right, but shall never be obligated, to resubdivide into Lots, by recorded plat or in any other lawful manner, all or any part of the property contained within the outer boundaries of the Preliminary Subdivision Plat and such Lots as replatted shall be subject to these restrictions as if such Lots were originally included herein. Any such Replat must comply with all local, state, FHA and VA replatting ordinances, statutes, regulations and requirements.

Section 2. Easements. Declarant reserves for the public use the easements and rights-of-way as shown on the Final Plat of the Properties for the purpose of construction, maintaining and repairing a system of electric lighting, electric power, telegraph and telephone line or lines, gas sewers, and any other utility Declarant sees fit to install in, across and/or under the

Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements, but such changes and additions must be approved by the Federal Housing Administration or Veterans Administration. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees or flowers or any other property of the Owner of the land covered by said easements.

Section 3. Title subject to easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties by Contract, Deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, storm sewer, electric lighting, electric power, telephone, telegraph or other utility purposes. The owners of the respective Lots shall not be deemed to separately own pipes, wires, conduits or other service lines running through their property which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for use, maintenance and enjoyment of his Lot.

ARTICLE III

Use Restrictions

Section 1. Single family residential construction. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling use for residential purposes only, and not to exceed two (2) stories in height. Each such dwelling on a platted Lot shall have an attached or detached garage for two cars and each house will have two paved off street parking spaces, but not more than three (3) cars; provided that the Architectural Control Committee may, in its discretion, permit the construction of a carport on a Lot and/or a garage for more than three (3) cars, such permission to be granted in writing as hereinafter provided. 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 said Lots for garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind, with the exception of lawn storage or children's playhouses, shall ever be moved onto any Lot within said subdivision, it being the intention that only new construction shall be placed and erected thereon, except with the prior written consent of the Architectural Control Committee. A minimum of 75% of a single story house or 75% of the first floor wall area to the top of the floor window height exclusive of openings shall be masonry, masonry veneer, or stucco construction unless otherwise approved in writing by the Architectural Control Committee.

Section 2. Minimum square footage within improvements. Those Lots described above as shown on the Plat of FOSSIL SPRINGS PHASE III are restricted to a dwelling with a minimum of one thousand, four hundred (1,400) square feet of livable area, exclusive of open porches and garages or carports.

Section 3. Sidewalks. A four (4) wide 4 inch thick concrete sidewalk shall be constructed parallel to the curb one (1) foot from the property line along the entire fronts of all Lots. In

addition thereto, a 4 foot wide by 4 inch thick concrete sidewalk shall be constructed parallel one (1) foot from the property line along the entire side of all corner Lots. Concrete walks shall be constructed per city of Haltom City standard details and specifications.

Section 4. Location of the improvements up the Lot. No structure shall be located on any Lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded Plats or Replats; however, in no instance shall a building be located nearer to the front property line than twenty (20) feet unless approved in writing by the Architectural Control Committee. The main residential structure shall not be located on any lot nearer than ten (10) feet from the rear property line. Subject to the provisions of Section 5 below, no part the any house, building, carport or garage shall be located nearer than five (5) feet to an interior side Lot line or fifteen (15) feet to any exterior Lot line on a corner Lot. For the purposes of this section, 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 building on any Lot to encroach upon another Lot. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building shall face the front building line.

Section 5. Composite building site. Subject to the approval of the Architectural Control Committee, any owner of one or more adjoining Lots or portions thereof may consolidate or redivide such Lots or portions into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the front footage at the building setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plats. Any such resulting building site must have a frontage at the building corner setback line of not less than sixty (60) feet.

In the event an owner of one or more lots consolidates two Lots or less into one composite building site, each composite

building site so constitute shall be considered on Lot for purposes of all restrictions, covenants and conditions imposed against the property, including, but not limited to maintenance assessments, membership in the Association and voting rights as set forth in Articles V and VI, respectively. In the event of a consolidation of more than two Lots into one composite building site, each Lot or portion thereof over two Lots shall be considered as an additional Lot or Lots for the purpose of maintenance assessments as set forth in Article VI, but the composite building site shall be considered as one Lot for all other purposes.

Section 6. Prohibition of offensive activities. No activity, whether for profit or not, shall be carried 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 may 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 subdivision and the lighting effects utilized to display the model homes.

Section 7. Use of temporary structures. No structures 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 lawn storage or children's playhouses which have received Architectural Control Committee approval; provided however, the Declarant and/or a builder reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

Section 8. Storage of automobiles, boats, trailers, recreational vehicles and other vehicles. No motor vehicles may be

parked or stored on any part of any Lot, easement, right-of-way, or common area or in the street adjacent to any Lot, easement, right-of-way or common area unless such vehicle does not exceed either six feet six inches in height, and/or seven feet six inches in width and/or twenty-one feet in length and is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans (the term "passenger vans" specifically excludes motor homes and recreation vehicles), motorcycles, pick-up trucks, or pick-up trucks with attached-bed campers, that are in operating condition; having current license plates and inspection stickers, and are in daily use as motor vehicles on the streets and highways of the State of Texas and which do not exceed either six feet six inches in height, and/or seven feet six inches in width, and/or twenty-one feet in length.

No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, on any part of any Lot, easement, right-of-way, or common area, or in the street adjacent to such Lot, easement, right-of-way, or common area unless such object is concealed from public view inside a garage or other approved enclosure. The phrase "approved enclosure" as used in this paragraph shall mean any fence, structure or other improvement approved by the Architectural Control Committee. If a complaint is received about a violation of any part of this Section, the Architectural Control Committee will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

Notwithstanding anything contained in this Section 8 to the contrary, one boat, marine craft or other water craft, inclusive of boat trailers or other support, not exceeding nine (9) feet in height, measure from the ground to the tallest point of the craft, whether positioned on a trailer, the ground or other support, may be parked or stored in the back yard of any Lot. No support device

shall ever be allowed on any portion of any Lot which exceeds nine (9) feet in height. Any owner or occupant of any Lot parking or storing a craft in the back yard on any Lot pursuant to this paragraph agrees and consents to provide measurements, type, make and serial number of the craft, trailer, and supports, if any, to the Association upon written request of any of its directors or officers.

Section 9. Mineral operation. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 10. 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 species of pet will be permitted on each Lot. If common household pets are kept, they must be confined to a fenced backyard (such fence shall encompass the entire backyard) or within the house. When away from the Lot, the pet must be on a leash at all times. It is the pet owner's responsibility to keep the Lot and any other property in the subdivision clean and free of pet debris.

Section 11. Walls, fences and hedges. No hedge in excess of three (3) feet in height, walls or fence shall be erected or maintained nearer to the front Lot than the plane of the front exterior wall of the residential structure on such Lot. No side or rear fence, wall, or hedge shall be more than eight (8) feet high. All fences must be constructed of ornamental iron, wood, or masonry at least six (6) feet in height, and no chain link fences shall be placed on any Lot without the express prior approval in writing of the Architectural Control Committee, such approval to be granted as hereinafter provided, except to enclose a swimming pool, if such

chain link fence is not visible from any street.

Section 12. Visual obstruction at the intersections of public streets. No object or thing which obstructs site lines at elevations between two (2) feet and eight (8) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner Lots.

Section 13. Exterior maintenance. All houses and other improvements shall be maintained by Owner or occupants in a manner satisfactory to the Board of Directors of FOSSIL SPRINGS PHASE III HOMEOWNERS ASSOCIATION. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner, edge curbs that run along the property lines, and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements as incident to construction of improvements thereon as herein permitted. All fences, if any, which have been erected on any Lot by Declarant or otherwise shall be maintained in good repair by Owner, and Owner shall promptly repair or replace the same in the event of partial or total destruction. The drying of clothes in full public view is prohibited and the owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to 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 Lot shall be used or maintained as a dumping ground for rubbish. 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 and other waste materials must be stored out of public

view. 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 the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

In the event of violation by the Owner or occupant of any Lot of any covenant, condition or restriction imposed upon the Owner or Lot in this Article III and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete the appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain or restore the Lot, the exterior of the residence, the fence and any other improvement located thereon. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repairs, maintenance and/or restoration, the Association shall have the right, through its agents and employees, to enter any residence or improvements located upon such Lot. The Association may enter onto any Lot and/or improvement and cut the weeds and grass, edge the lawn around the curb, cause to be removed garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions. The Association may render a statement to charge to the Owner or occupant of such Lot for the cost of such work.

The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt. The cost under the laws of the State of Texas shall become a part of the assessment payable by said Owners and payment thereof shall be secured by the maintenance lien hereinafter retained. The Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance

and other work authorized herein.

Section 14. Signs, advertisements, billboards. Except for signs owned by Declarant or by Builders advertising their model homes during the period of original construction and home sales, no sign, poster, advertisement or billboard or advertising construction of any kind other than a normal "For Sale" sign not to exceed five (5) square feet in total size may be erected or maintained on any Lot in said Subdivision. Declarant, or its assigns, will have the right to remove any sign, advertisement, billboard, or advertising structure that does not comply with the above, and in so doing shall not be subject to any liability of trespass or other tort in connection therewith or arising out of such removal.

Section 15. Maximum height of antenna. No radio or television aerial wires, radio or television antenna, shall be maintained on any portion of any Lot that is visible from the front side of said Lot; nor shall any antenna of any style, be permitted to extend above the roof line of the main residential construction on said Lot, nor be located behind the back building line of said Lot. No antenna of any style, or antenna wires shall be visible from the street which runs in front of said Lot or the street which runs on the side of any corner Lot. no satellite dish of any kind which is visible from any ground location off of the Lot shall be maintained on any portion of any Lot unless such satellite dish is adequately screened from view. Any screening enclosed must have prior approval from the Architectural Control Committee.

Section 16. Private Utility Lines. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits unless otherwise approved in writing by the Architectural Control Committee.

ARTICLE IV

Architectural Control Committee

Section 1. Approval of building plans. No building, fence, wall, structure, improvement, exterior appurtenance, or exterior

corporeal hereditament, except landscaping (except as required hereinbelow) shall be commenced, erected, placed, or altered on any Lot, nor shall any exterior addition to or change or alteration, other than landscaping, be made to the Lot, improvements, appurtenances, or corporeal hereditament until the construction plans and specifications describing the nature, kind, shape, height, materials and a plot plan showing the location of same, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee of FOSSIL SPRINGS PHASE III subdivision. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgement shall be final and conclusive. The approval or lack of approval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations.

Landscaping shall be defined as "living plants, trees, shrubs, flowers, etc., and utilization of non-living material necessary for growth; i.e. bark, mulch, etc." Trellises, window boxes, arbors, and permanent brick borders must have Architectural Control Committee approval. Landscape timbers and bricks without mortar do not need Architectural Control Committee approval unless they exceed a height of two (2) feet.

Section 2. Committee Membership. The Architectural Control Committee members shall be initially composed of Mike Sandlin and Lee Schmitt, who by majority vote may designate a representative to act for them. Declarant hereby retains its rights to assign the duties, powers and responsibilities of the Architectural Control Committee to the FOSSIL SPRINGS PHASE III HOMEOWNERS ASSOCIATION when one hundred percent (100%) of all Lots and all subsequent sections of FOSSIL SPRING PHASE III are occupied by residents, and the term "Architectural Control Committee" herein shall include the Association, as such assignee. In the event no such assignment to FOSSIL SPRINGS PHASE III HOMEOWNERS ASSOCIATION shall have occurred by ten (10) years from the recording of this instrument, such assignment to FOSSIL SPRINGS PHASE III HOMEOWNERS ASSOCIATION of duties of the Architectural Control Committee shall be deemed to have taken place. At any time, the then record owners of a majority of the Lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The address of the committee is 5137 Davis Blvd., Fort Worth, Texas 76180.

Section 3. Replacement. In the event of death or resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans submitted or to designate a representative with like authority.

Section 4. Minimum construction standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Rules and Regulations. The Architectural Control Committee may from time to time issue guidelines explaining and clarifying these architectural restrictions.

Section 6. Variances. Article III of this Declaration contains a number of provisions wherein the Architectural Control Committee is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenant. The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variances requested, plans, and specifications, plot plans and samples of materials) as it shall deem appropriate in connection with its consideration of a request for a variance. If the Architectural Control Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, the alternate fence height approved or specifying the location, plans and specifications applicable to an approved carport), and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's designated representative if one has been designated under the authority contained in Section 2 above). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning and the Board of Directors of the Association shall not have succeeded to the authority therein provided, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarant that no variances be available except in the

discretion of the Architectural Control Committee or, if it shall have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Directors of the Association.

ARTICLE V

FOSSIL SPRINGS PHASE III HOMEOWNERS ASSOCIATION

Section 1. Membership and voting rights. Every owner of a Lot subject to a maintenance charge assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership.

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

Class A. Class A members shall be owners as defined in Section 1. of Article V, with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. 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 Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On January 1, 2005

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote together upon all

matters as one group.

Section 3. Non-Profit Corporation. FOSSIL SPRINGS PHASE III HOMEOWNERS' ASSOCIATION, a non-profit corporation, has been organized; and it shall be governed by the Articles of Incorporation of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 4. By-laws. The Association may make whatever rules or bylaws it may choose to govern the organization; provided, however, that same are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

ARTICLE VI

Maintenance Assessments

Section 1. Creation of the lien and personal obligation of assessment. Each Lot in the Properties is hereby subjected to an annual maintenance charge, and the Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree 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. The annual reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2. Purpose of assessments. The assessments levied by

the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of common areas, if any. The responsibilities of the Homeowners Association shall include, by way of example but without limitation, at its sole discretion, any and all of the following: maintaining parkways, repair of the walkways, steps, entry gates, or fountain areas, if any; maintaining rights-of-way, easements, esplanades and other public areas, if any; and screen wall or walls along Haltom Road; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with collection and administration of the maintenance charge and assessment; employing policemen and watchmen; if desired, caring for vacant Lots and doing any other thing necessary or desirable in the opinion of the association to keep the properties in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the Properties. It is understood that the judgement of the Association in the expenditure of said funds shall be final and conclusive so long as such judgement is exercised in good faith.

Section 3. Rate of assessment. The annual and special assessments shall be fixed at a uniform rate as follows:

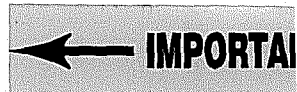
(a) Owners (excluding Declarant; its successors or assigns and Builders), as defined herein, shall pay one hundred percent (100%) of both annual and special assessments; and

(b) The Declarant, its successors or assigns and Builders, as defined herein, shall pay fifty percent (50%) of both annual and special assessments attributable to their Lots.

The annual maintenance charge pursuant to Section 3(b) above shall begin to accrue on a monthly basis on each such Lot on the date these Covenants, Conditions and Restrictions are recorded. The entire accrued charge pursuant to Section 3(b) above shall

cease to accrue as of the last day of the month of transfer of title to the Lot and shall become due and payable in full, calculated through the last day of the month in which title from the Declarant or Builder to an Owner. The maintenance charge for Owner's Lots, pursuant to Section 3(a) above shall commence to accrue on the first day of the month following transfer of title from the Declarant or Builder to an Owner. The maintenance charge pursuant to Section 3(a) shall be prorated for the year of transfer based on the number of months remaining during the calendar year of transfer and said portion shall be due and payable on January 1, of the succeeding year. After the year of the transfer, the maintenance charge will be collected annually in the amount of the annual assessment, payable on January 1, of the specific year for the preceding year. The rate at which each lot will be assessed will be determined annually, and may be adjusted from year to year by the Board of Directors of the Association as the needs of the subdivision may, in the judgement of the Board of Directors of the Association, require; provided that such assessment or charge exceed \$10.00 per Lot per month, or \$120.00 per Lot per year, unless increased as provided below. The Association can collect special assessments as well as annual charges above described whenever the members so vote.

Section 4. Maximum annual assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$35.00 per Lot, annually. From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above the ten percent (10%) increased described above only by approval of two-thirds (2/3) or each class of Members in the Association present and voting, in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, and



shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The dates shall be established by the Board of Directors.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to the year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Effect of non-payment of assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the facilities or services provided by the Association or by abandonment of his Lot.

Section 7. Subordination of the lien to mortgages. To secure the payment of the maintenance fund and all annual and special assessments established hereby and to be levied on individual residential Lots, there is hereby reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such Lots, a Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or at the instance and request

of the Declarant or the Owner of any such Lot to secure the payment of monies advanced on account of the purchase price and/or the construction of improvements on any such Lot to the extent of any such maintenance fund charge or annual or special assessments accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding by the Association to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such mortgage holder by prepaid U.S. Registered Mail, and shall contain a statement of the delinquent maintenance charges or annual or special assessments upon which the proposed action is based. Upon the request of any such mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such mortgage lien to the holder thereof. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Association Common Areas, if any, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees of the use of designated recreational facility situated upon the Association Common Area, if any. Failure of Owner to pay such fees after having made such election shall give rise to the same liability and lien rights as set forth above, and shall be subject to the same subordination as set forth herein in the case of assessments.

B. The right of the Association to suspend the voting rights and right to use the Common Area, if any, by an Owner for any period during which any assessment against his Lot remains unpaid, and to publish rates and regulations for the use of the common areas including the right of suspension of the right and easement for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations.

C. The right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be placed upon the Association or any portion of the Common Area, if any, to the Association. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each Class of members agreeing to such dedication or transfer has been recorded.

Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area, if any, and the facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 9. Additions to Existing Property. Additional lands may become subject to the scheme of this Declaration in the following manner:

(a) Additions by Declarant. Additional land contiguous to the area described in Exhibit "A" may be annexed by the Declarant without the consent of members within ten (10) years of the date of this instrument provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them. (The Declarant, its successors and assigns, shall have the right to bring within the scheme of FOSSIL SPRINGS PHASE III HOMEOWNERS' ASSOCIATION any additional residential properties in future stages of the development of FOSSIL SPRINGS upon approval of the Board of Directors of the Association, with consent of two-thirds (2/3) of each class of membership or FHA/VA approval.) Any additions authorized under this and the succeeding subsections shall be made by filing of record a Declaration of Covenants,

Conditions and Restrictions and Annexation Agreement with respect to the additional property or properties which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Declaration must impose an annual maintenance charge assessment on the property covered thereby on a uniform, per Lot basis, substantially equivalent to the maintenance charge and assessment imposed by this Declaration, and may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands.

(b) Other Additions. Upon the approval of the Board of Directors of the Association, and with the consent of two-thirds (2/3) of each class of members of FHA/VA approval, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file of record an Annexation Agreement and Declaration of Covenants, Conditions and Restrictions upon the satisfaction of the conditions specified in subsection (a) above.

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

ARTICLE VII

General Provisions

Section 1. Term. These covenants shall run with the land and

shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part. The terms and provisions of these restrictions may be amended at any time when an instrument setting forth said changes and signed by those persons holding a majority of votes in the Association is placed on record in the real property records of Tarrant County, Texas. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other Lot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations. The Association or Lot Owner who successfully prosecutes an action in law or in equity shall be entitled to recover from the defendant any and all costs, fees and expenses, including attorney's fees, incurred by the Association and/or Lot Owner in compelling compliance with these Restrictions. Failure by any owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation of the Association and this Declaration of Covenants, Conditions and Restrictions, the Declaration of Covenants, Conditions and Restrictions shall control, and in the case of any conflict between the By-Laws of the Association and the Declaration of Covenants, Conditions and Restrictions shall control.

Section 3. Severability. Invalidation of any one of these covenants by judgement or other court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. FHA/VA Approval. So long as the Declarant, its successors and assigns, are in control of the FOSSIL SPRINGS PHASE III HOMEOWNERS' ASSOCIATION, the following actions will require the prior approval of the Federal Housing Administration and/or the Veteran's Administration: annexation of additional properties; dedication of any common area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions is executed on the dates set forth in the acknowledgments below but to be effective as of June 1, 1995

ATTEST: SANDLIN-DELAFIELD, INC.

By: [Signature]
MIKE SANDLIN, PRESIDENT

MERCANTILE BANK OF FORT WORTH

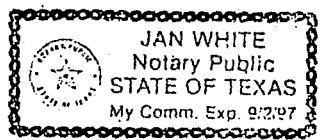
[Signature]
KEN CUMMINGS, EXE. VICE-PRESIDENT

THE STATE OF TEXAS §
COUNTY OF TARRANT §

FORGONE SIGNATURE IN BLUE
MAY NOT BE LEGIBLE

This instrument was acknowledged before me on this the 25th day of May, 1995, by MIKE SANDLIN, President of SANDLIN-DELAFIELD, INC., a corporation, on behalf of said corporation.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



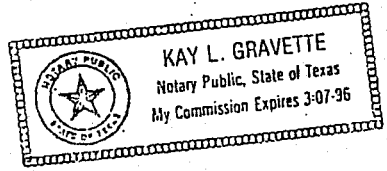
[Signature]
(Stamp or Print Name of Notary)

My commission expires:
9-2-97

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on this the 25th day of May, 1995, by KEN CUMMINGS, Exec. Vice-President of MERCANTILE BANK OF FORT WORTH, a corporation, on behalf of said corporation.



Kay L. Gravette
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

KAY L. GRAVETTE
(Stamp or Print Name of Notary)

My commission expires:

D195099319
SANDLIN DELAFIELD INC
5137 DAVIS BLVD
NORTH RICHLAND HILLS 76180

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

INDEXED -- TARRANT COUNTY TEXAS
SUZANNE HENDERSON -- COUNTY CLERK
OFFICIAL RECEIPT

TO: AMERICAN TITLE COMPANY

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
195207761	DR91	T006603	06/14/95	16:06

	INSTRUMENT FEED	INDEXED	TIME	
1	D195099319 WD	950614	16:06	CG

TOTAL : DOCUMENTS: 01 FEES: 59.00

BY:

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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