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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COCHRAN HOLLOW**

THIS DECLARATION is made on the date hereinafter set forth by Owencrest Property Development Company ("Owner" and "Declarant") and/or its Affiliates. The term "Affiliate" shall mean any entity wholly or partially owned by the partners of the Owner/Declarant.

WITNESSETH

WHEREAS, the Declarant is the current Owner of certain real property in Dallas, Dallas County, Texas, which is described in Exhibit "A" attached hereto and made a part hereof (the "Property").

WHEREAS, Declarant desires to create an exclusive planned community known as COCHRAN HOLLOW on the Property and such other land as may be added thereto pursuant to the terms and provisions of this Declaration.

NOW THEREFORE, the Declarant declares that the Property shall be owned, held, sold and conveyed subject to the restrictions, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and each portion of the Property in order to maintain within the Property a planned community of high standards. Such covenants shall be binding on all parties having any right, title, or interest therein or any party thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Affiliate" shall mean and refer to any entity, partnership or corporation wholly or partially owned by Declarant or any officer or shareholder of a corporation wholly or partially owned by Declarant.

Section 2. "Architectural Review Committee" shall mean and refer to the Committee composed of one to five members set forth in this Declaration which is appointed to provide for architectural control and design within the Property and to have such further powers as set forth in this Declaration.

Section 3. "Association" shall mean and refer to the COCHRAN HOLLOW HOMEOWNERS ASSOCIATION, INC., a Texas not-for-profit corporation established for the purpose set forth herein, its successors and assigns.

Section 4. "Bylaws" shall mean and refer to the Bylaws of the Association as the same may from time to time be duly amended.

Section 5. "City" shall mean the City of Dallas, Texas.

Section 6. "Common Areas" shall mean and refer to that portion of the Property, if any, conveyed to the Association and accepted in writing by the Association for the use and benefit of the Owners.

Section 7. "Common Maintenance Areas" shall mean and refer to the Common Areas, if any, and the entrance monuments, entrance landscaping, irrigation systems, gate systems, security/privacy systems, drainage facilities, detention ponds, right-of-way landscaping; and such other areas lying within private or dedicated public easements or private or public right-of-way as deemed appropriate by the Board of Directors of the Association for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the Owners. Also, included as Common Maintenance Area shall be front yards defined as any area located between the right-of-way and the front building line. Also included are only those perimeter walls contiguous to a public street or public right-of-way. All other walls unless amended are privately maintained by the Owner of each Lot.

Section 8. "Declarant" shall mean and refer to OWENCREST PROPERTY DEVELOPMENT COMPANY, its successors and assigns who are designated as such in writing by the Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

Section 9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for COCHRAN HOLLOW and any amendments, annexations and supplements thereto made in accordance with its terms.

Section 10. "Design Guidelines" shall mean and refer to the standards, restrictions and/or specifications published by the Architectural Review Committee governing the construction, placement, location, alteration, maintenance or design of any improvement upon any Lot

Section 11. "FHA" shall mean and refer to the Federal Housing Authority.

Section 12. "Lot" shall mean and refer to any plot of land indicated upon any recorded subdivision map of the Property or any part thereof creating single-family home sites, with the exception of the Common Area and areas deeded to a governmental authority or utility, together with all improvements thereon.

Section 13. "Masonry" shall mean and refer to brick, brick veneer, stone, stone veneer, hardcoat stucco, or other masonry material specifically approved by the Committee, but excluding acrylic stucco.

Section 14. "Owner" shall mean and refer to the record owner on the date of execution, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having any interest merely as security for the performance of an obligation.

Section 15. "Property" shall mean and refer to the real property described in Exhibit "A", and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to this Declaration as well as any property acquired by the Declarant or Affiliate which is contiguous to the subject property and declared to be subject to the terms of this Declaration.

Section 16. "Unit" shall mean and refer to any single family residential dwelling situated upon any Lot.

ARTICLE II

COCHRAN HOLLOW HOMEOWNERS ASSOCIATION, INC.

Section 1. Establishment of Association. By this document, the Association is established.

Section 2. Membership. The Declarant and every other Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association.

Section 3. Funding. Subject to the terms of this Article, Declarant, for each Lot owned by Declarant, hereby covenants to pay, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, 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. Such assessments will remain effective for the full term hereof (and extended term, if applicable), together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot 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 or entity who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them.

Section 4. Assessments.

(a) Units Owned by Class A Members. Subject to the terms of this Article, each

Lot is hereby subject to an initial maximum maintenance charge of \$85.00 per month or \$1,020.00 per annum (until such maintenance charge shall be increased or decreased by the Association), for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each Lot in advance in monthly, quarterly, or annual installments, commencing as to each Lot upon the earlier of (i) the date on which a completed Unit is then constructed on such Lot, and (ii) six months after the conveyance of such Lot to a Class A Member. The rate at which each Lot will be assessed, and whether such assessment shall be payable monthly, quarterly, or annually, will be determined by the Board of Directors of the Association at least thirty (30) days in advance of each affected assessment period. Said rate may be adjusted from time to time by the Board of Directors as the needs of the Association may, in the judgment of the Directors, require. The assessment for each Lot shall be uniform except as provided in Subsection (b) of this Section 4. The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment has been paid for the assessment period.

(b) Units or Lots by Declarant. Notwithstanding the foregoing, the Declarant shall be exempt from the annual maintenance assessment charged to Owners so long as there is a Class B membership as set forth in Section 7. Declarant hereby agrees that for such a period of time as there is a Class B membership in effect and Declarant's Lots are exempt from assessment as provided above, that in the event that the annual maintenance fund revenues are insufficient to pay the operating expenses of the Association, Declarant or the Owner shall provide the funds necessary to make up the deficit, within thirty (30) days of receipt of request for payment thereof from the Association, provided that if the deficit is the result of the failure or refusal of an Owner or Owners to pay their annual maintenance assessments, the Association shall diligently pursue all available remedies against such defaulting Owners, including the immediate institution of litigation to recover the unpaid assessments, and shall reimburse the Declarant the amounts, if any, so collected.

(c) Purpose of Maintenance Fund. The Association shall establish a maintenance fund composed of Owners' annual maintenance assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Maintenance Areas for the use and benefit of all members of the Association as well as the front maintenance of all lawns and landscape in all Lots. The Association is not responsible for nor warrants the health of any landscaping it or its agent(s) or subcontractor(s) maintains. Notwithstanding anything to the contrary, in the event that ~~51~~75% of the Owners vote to not desire front yard maintenance the Association will discontinue such maintenance. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, all of the following normal, recurring maintenance of the Common Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for existing landscaping) and the improvements to such Common Maintenance Areas, such as sprinkler systems (anywhere but in private yards), and private streets, if any, provided the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Maintenance Areas;

payment of legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions, and conditions affecting the Property to which the maintenance fund applies (including this Declaration); payment of all reasonable and necessary expenses in connection with the collection and administration of policemen and watchmen, if any, caring for vacant Lots and doing any other thing or things necessary or desirable in the opinion of the Board of Directors of the Association to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith. The Association shall, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements of the Common Maintenance Areas. The fund shall be established and maintained out of regular annual assessments.

(d) Special Assessment for Working Capital Fund. Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessments authorized above, the Association may levy special assessments as follows:

- (i) Upon sale of the first Lot by Declarant to a Class A Member and all sales of Class A Members thereafter, a special assessment equal to three (3) months' estimated regular assessments may be assessed, which shall be due and payable upon conveyance of the Lot to a Class A Member. Such special assessment shall be available for all necessary expenditures of the Association.
- (ii) 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 nonrecurring maintenance, or the acquisition, construction, reconstruction, repair, or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto may be assessed. The Association shall not commingle the proceeds of such special assessment with the maintenance fund. Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question.
- (iii) As to any Lot, a special assessment for the purpose of reimbursing or repaying to the Association any costs or expenses relating to the non-compliance of such Lot with the terms of this Declaration, or due to the negligence or willful misconduct of the Owner of such Lot.

Section 5. Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from due date at the highest non usurious rate of interest allowed by Texas law or 18% per annum, whichever is less. The Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions and

the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien retained herein against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of its Property. No Lot owner may vote if any dues and/or assessments are unpaid to the Association after ten (10) days from the due date.

Section 6. Subordinated Lien to Secure Payment. To secure the payment of the maintenance charge and assessments established hereby and to be levied on individual Lots as above provided, there is hereby reserved a lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law or in equity by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate, and inferior to all liens, present and future, given, granted, and created by or at the insistence and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lots and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding, valid, and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of the lien holder by prepaid U.S. Certified mail, return receipt requested, to contain the statement of the delinquent maintenance charges and assessments upon which the proposed action is based. Sale or transfer of a Lot shall not affect such lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments, which became due prior to such sale or transfer. No sale, foreclosure, or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall have the right to file notices of liens in favor of such Association in the official records of Dallas County, Texas.

Section 7. Voting Rights. The Association shall have two classes of voting memberships:

(a) Class A. Class A Members (herein so called) shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Class A Members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class B. The Class B Member (herein so called) shall be the Declarant who shall be entitled to ten (10) votes for each unoccupied Lot owned by it. The Class B membership shall cease and be converted to Class A membership as soon as ninety percent (90%) of the platted lots in the subdivision contain "units" accepted by the City of Dallas and bear a Certificate of Occupancy issued by the City of Dallas. Class B membership shall be reinstated at any time before the expiration of twenty (20) years from the date of conveyance of the first Lot if additional Lots owned by a Class B Member are annexed to this Declaration in sufficient numbers to restore a ratio of at least one Class B Lot for each three Class A Lots in the Property.

(c) Suspension. All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article or is otherwise in default hereunder or under the By-Laws or Rules and Regulations of the Association and such suspension shall apply to the proxy authority of the Voting Representative, if any.

Section 8. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members, or delivered to their residences, not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of members or of proxies of Voting Representatives entitled to cast fifty one percent (51%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be fifty one percent (51%) of the quorum requirement for such prior meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (the quorum requirement being reduced for each such meeting). No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE III

GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Purpose of Maintenance Fund. The Board of Directors, for the benefit of the Owners, shall provide and shall pay out of the maintenance fund provided in Article II above the following:

- (a) Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.
- (b) Care and preservation of the Common Maintenance Areas.
- (c) The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board of Directors (provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon ninety (90) days prior written notice to the managing party) and the services of such other personnel as the Board of Directors shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board of Directors or by the manager.
- (d) Legal and accounting services.
- (e) A policy or policies of insurance insuring the Association against any liability

to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article IV, if deemed advisable by the Board of Directors.

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

(g) Such fidelity bonds as may be required by the By-Laws or as the Board of Directors may determine to be advisable.

(h) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes, or assessments (including taxes or assessments assessed against an individual Owner) which the Board of Directors is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

Section 2. Powers and Duties of Board. The Board of Directors, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the By-Laws of the Association:

(a) To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.

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

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

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

(e) To make reasonable rules and regulations for the operation of the Common Maintenance Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by Owners constituting a majority of the votes of the Association, or with respect to a rule applicable to less than all of the Common Areas, by a majority of the votes of the Owners in the portions affected.

(f) To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

(g) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to access the Owners in proportionate amounts to cover the deficiency.

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

(i) To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.

(j) That Lot Owners agree to indemnify and hold harmless any Board of Directors members or officers from any claims or liability arising from enforcing the provisions of this Agreement, or from performing the normal duties expected of the Board of Directors.

Section 3. Board Powers Exclusive. The Board of Directors shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board of Directors except as otherwise provided herein.

Section 4. Maintenance Contracts. The Board of Directors, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board of Directors is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board of Directors may deem proper, advisable and in the best interest of the Association.

ARTICLE IV

TITLE TO COMMON AREAS

Section 1. Association to Hold. The Association shall assume all maintenance obligations with respect to any Common Areas, which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area. Declarant may retain the legal title to the Common Areas until such time as in the sole discretion of Declarant the Association is able to maintain the same, at which time the Declarant will convey title to the Common Areas to the Association. Until title to the Common Areas has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such Common Areas granted to the Association in this Declaration, other than the levying and collection of assessments, which only the Association may do.

Section 2. Liability Insurance. From and after the date on which title to any Common Area vests in the Association, the Association may elect to, but shall not be obligated to, purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association

and its members, covering occurrences on the Common Areas. The policy limits shall be as determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of the members, Directors, and the management company and other insured, as their interests may be determined.

Section 3. Condemnation. In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps that is deemed reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the Association determines that the funds cannot be used in such a manner due to lack of available land for additional Common Areas or for whatever reason, any remaining funds may be utilized by the Association for the general maintenance.

ARTICLE V

EASEMENTS

Section 1. Utility Easements. As long as Class B membership shall be in effect, the Declarant hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of the Declarant or its designees, upon, across, over, through and under any portion of the Common Area or any portion of any Lot outside of the permitted building area of such Lot, for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, cable television. Declarant, for itself and its designees, reserves the right to retain title to any such easements. Upon cessation of Class B membership, the Association shall have the right to grant the easements described herein.

Section 2. Declarant's Easement of Correct Drainage. As long as Class B membership shall be in effect, Declarant hereby reserves a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety, and appearance and shall be entitled to remove trees or vegetation, without liability for replacement or damage, as may be necessary to provide adequate drainage for any portion of the Property. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant to correct or maintain any drainage facilities within the Property.

Section 3. Entry Easement. In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency repairs Declarant shall have an easement to enter the Property and to do the work reasonably necessary for the proper maintenance and operation of the Property. In addition, Declarant hereby reserves a non-exclusive, perpetual, but limited, easement (a) upon and across that portion of the Property which lies within three (3) feet of the boundary along the side of any Lot which is adjacent to any other Lot upon which a Unit is constructed on the boundary of such Lot as a "zero lot line" Lot, for the purpose of (i) maintaining the improvements

upon the Property and (ii) permitting the Dallas Fire Department to respond to emergencies affecting the Property and (b) above and across that portion of the Property which lies within one (1) foot of the boundary along the side of any Lot which is adjacent to any other Lot upon which a Unit is constructed on the boundary of such Lot as a "zero lot line" Lot, for the purpose of overhanging roof and gutter improvements (collectively, the Permanent Easement"). Any entry upon the Permanent Easement areas defined in this Section for the purpose of preventative, as opposed to emergency, maintenance of the improvements upon the Property shall occur during daylight hours and only after reasonable advance notice to the Owner thereof. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

Section 4. Drainage Easements. Easements for the installation and maintenance of utilities, storm water retention/detention ponds, and/or a conservation area are reserved as may be shown on the recorded plat. Within these easement areas, no structure, plant or material shall be placed or permitted to remain which may hinder or change the direction or flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

Section 5. Temporary Completion Easement. All Lots shall be subject to an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side or rear yards of the Property as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the Property, provided that such easement shall terminate twelve (12) months after the date such Lot is conveyed to the Owner by the Declarant.

ARTICLE VI

USE AND OCCUPANCY

All Lots and dwellings shall be used and occupied for single-family residence purposes only. No Lot or dwelling may be used for commercial, institutional or other non-residential purpose if such use involves the attendance or entry of non-residents upon the Lot or otherwise diminishes the residential character of the Lot or neighborhood.

ARTICLE VII

PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement 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 establish and publish rules and regulations governing the use of the Common Areas affecting the welfare of Association members;

(b) The right of the Association to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days from any infraction of its published rules and regulations;

(c) The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for such purposes and subject to the conditions as may be agreed by the Association. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast fifty one percent (51%) of the votes of each class of membership has been recorded, agreeing to such dedication or transfer;

(d) All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the Owners, and all of their grantees, and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

Section 2. Effect of Declaration. Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this Declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagors, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

Section 3. Rezoning Prohibited. No Lot shall be rezoned to any classification allowing commercial, institutional or other non-residential use without the express consent of the Association and Declarant (as long as Declarant owns any Lot subject to this Declaration), which may be withheld in Declarant's sole discretion. Declarant or the Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

Section 2. Development Activity. Notwithstanding any other provision herein, Declarant and its successors and assigns shall be entitled to conduct on the property all activities normally associated with and convenient to the development of the Property and the construction and sale of the dwelling units on the Property.

Section 3. Temporary Structures. No structures of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 4. Signs and Picketing. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view except the following:

(a) For Sale Signs. An Owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the Property for sale.

(b) Declarant's Signs. Signs or billboards may be erected only by the Declarant or Affiliate.

(c) Political Signs. Political signs may not be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party.

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

Section 5. Campers, Trucks, Boats and Recreational Vehicles. No campers, vans, pickup trucks, boats, boat trailers, other trailers, recreational vehicles and other types of non-passenger vehicles, equipment, implements or accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot and/or said vehicles and accessories are screened from view by a screening structure or fencing approved in writing by the Association and said vehicles and accessories are in any operable condition. In addition, no such vehicles, equipment, implements or accessories or any other cars, trucks, or other vehicles of any type shall be parked on any streets within the Property for more than 24 consecutive hours.

Section 6. Livestock and Poultry. 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 kept, bred, or maintained for any commercial purpose. It is the purpose of these provisions to restrict the use of the Property so that no person shall quarter on any part of the Property cows, horses, bees, pigeons, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the community. No more than three pets will be permitted on each Lot. Pets must be restrained or confined to the rear of the Owner's Lot inside a fenced area or within the house. It is the pet owner's responsibility

Section 13. Fences. No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback lines for the front and side yards. Any fence or wall must be constructed of brick, wood, wrought iron or other material approved by the Committee. Any fence facing any street must be constructed so that the side of the fence containing the horizontal structural supports is not visible from such street, and if constructed of wood shall be of board on board construction, with brick columns supporting such fence. No fence or wall shall be permitted to extend nearer to any street abutting the front Lot line than the front building line of any Unit. Fences or walls erected by Declarant or builders shall become the property of the Owner of the Lot on which the same are erected and, in the event no other person or entity maintains such fences or walls, shall be maintained and repaired by such Owner.

Section 14. Antennae, Satellite Dishes and Solar Collectors. No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view at a point in the center of the public right-of-way directly in front of the house erected on such Lot and written consent is received from the Association.

Section 15. Chimneys. All fireplace flues, smoke stacks, and spark arrestors shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the dwelling or as approved in writing by the Association and must be constructed of Masonry.

Section 16. Clothes Hanging Devices. Exterior clothes hanging devices shall not be permitted unless approved in writing by the Association.

Section 17. Window Treatment. No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors.

Section 18. Building Material Storage. No building material of any kind or character shall be placed or stored upon a Lot until the Owner thereof is ready to commence construction of improvements, and then such material shall be placed only within the property lines of the Lot upon which the improvements are to be erected during construction so long as construction progresses without undue delay.

Section 19. Single-Family Use. Each Unit may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than three unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.

Section 20. Garage Required. Each Unit shall have a two-car garage conforming with then-applicable City zoning ordinances and codes, and the garage must conform in design and materials with the main structure of the Unit. No garage shall be converted to living space or used in any manner so as to preclude the parking of two automobiles therein, except for temporary usage as part of the sales facilities contained in any model homes constructed by a home builder.

Section 21. Restrictions on Resubdivision. None of the Lots shall be subdivided into smaller lots.

Section 22. Driveways. All driveways shall be surfaced with concrete or other substance approved by the Committee.

Section 23. Drilling. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on the surface of the Property. No oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property.

Section 24. Water. No individual Lot water supply system shall be permitted on the Property.

Section 25. Sewage. No individual Lot sewage disposal shall be permitted on the Property.

Section 26. Air-Conditioning. No air-conditioning apparatus shall be installed on the ground in front of a Unit or on the roof of any Unit. No window air-conditioning apparatus or evaporative cooler shall be attached to any front wall of front window of a Unit or at any other location where such would be visible from any street.

Section 27. Grading. After Declarant has graded a Lot, the general grading, slope and drainage plan of a Lot may not be altered without (i) written permission of the Committee and (ii) any approvals of the City and other appropriate agencies having authority to grant such approval which may be required.

Section 28. Burning. Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted anywhere on the Property.

Section 29. Utilities. All utilities shall be installed underground. No gas meter shall be set nearer the street than the front or side of the dwelling unless the meter is designed for and installed underground.

Section 30. Minimum Floor Area. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls, but exclusive of open porches, garages, patios and detached accessory buildings, shall not be less than 2,500 square feet on any Lot within the Property; provided, however, the Committee shall have the right, in its discretion, to allow variances of up to 10% from the minimum and maximum square footage referenced above.

Section 31. Building Materials. Unless otherwise approved in writing by the Committee, the front wall area (exclusive of windows) of each building constructed on a Lot, including, but not limited to, chimney flues, shall be not less than 100% Masonry.

Notwithstanding the foregoing, the front wall area on all first floor walls of a two story dwelling shall be masonry only. The total exterior wall area of each building constructed on a Lot, including, but not limited to, chimney flues, shall be not less than 80% (or a higher percentage if required by the City) Masonry; provided, windows, doors and gables shall be excluded from the calculation of the total exterior wall area.

Section 32. Landscaping. Each Owner of a Lot shall landscape the Lot according to the following minimum provisions:

- A. All yards visible from the street shall be sod with grass from the home to the back of the street curb, unless another landscaping plan is approved in writing by the Committee.
- B. Landscape plants shall be installed and maintained along the entire front of the home.
- C. A minimum of one (1) tree, at least twelve (12) feet tall at the time of installation, shall be installed in the front yard of the home. The trees shall be live oak, red oak or cedar elm, or any other tree currently on the list of trees approved by the City of Dallas.

No dwelling shall be located on any Lot nearer to the front Lot line, a side Lot line or the rear Lot line than the minimum setback lines shown on the final plat or required by the City, whichever is greater.

Section 33. Sidewalks. Any Owner, when building houses on the Lots, shall build sidewalks abutting streets along the fronts and sides of Lots, which sidewalks shall conform to the City specifications and regulations.

Section 34. Mailboxes. Mailboxes shall be constructed of a material and design approved in writing by the Committee prior to their installation, and shall be in conformity with the requirements of the City. Mailboxes may be built in enclosures containing multiple mail boxes, and in such event the Owners of the Lots with mailboxes in such enclosure shall be responsible, equally, for maintaining such enclosure in good condition and repair. If such Owners fail to do so, the Declarant and the Association shall each have the right, but not the obligation, to make any repairs, the cost of which shall be reimbursed to Declarant or the Association, as the case may be, by such Owners, equally, promptly upon receipt of an invoice therefor. The amount to be reimbursed, if not paid within 10 days after the date of such invoice, shall bear interest from the date of the invoice until paid at the maximum legal rate of interest that can be contracted for under the laws of the State of Texas.

Section 35. Roofs. No roof on any Unit constructed on a Lot shall have less than a 4/12' roof slope. Acceptable roof materials are slate, concrete or clay tile, metal, composition shingles or other materials approved by the Committee. All roofs constructed with composition shingles shall have a manufacturer's warranty of at least 30 years and with the approximate color

of either brown, gray or other color approved by the Committee. All roof stacks and flashings must be painted to match the roof color.

Section 36. Rear Windows. No Unit on Lots 14 through 23 shall have rear facing windows with downward sight lines of the rear of other structures on any other Lots. Windows are permitted on the first floor of any Unit provided there is no such downward sight lines. For purposes of this Section 36, windows consisting of non-transparent block glass or other non-transparent material shall not be subject to the restrictions contained in this Section 36.

Section 37. Wood Windows. All windows of a Unit which are visible from the streets or other Common Areas shall be wood framed windows unless otherwise approved by the Committee.

ARTICLE IX

ARCHITECTURAL REVIEW COMMITTEE

Section 1. Architectural Review Committee. The Architectural Review, herein called the "Architectural Committee" or "Committee", shall be composed of 3-5 individuals selected and appointed by the Board of Directors, in accordance with the procedure set forth below, with the approval of the Declarant. The approval of the Declarant shall not be required from and after the date of final conversion of Class B Membership to Class A Membership. The Committee shall function as the representative of the Owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development.

Each member of the Committee shall act reasonably and in good faith in performing his duties and obligations under this Article IX.

Section 2. Basis of Approval. No building, structure, parking structure, parking lot, fence, wall, landscaping or improvement of any kind or nature shall be erected, placed or altered on any Lot until all plans and specifications and a plot plan have been submitted to and approved in writing by the Committee, or a majority of its members as to:

(a) quality of workmanship and materials, proper facing of main elevation with respect to nearby streets, adequacy of site dimensions, adequacy of structural design, and acceptability of floor plan;

(b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements on other Lots;

(c) location with respect to topography and finished grade

elevation and effect of location and use on neighboring Lots and improvements situated thereon; drainage arrangements; and

(d) the other standards set forth within this Declaration (and any amendments hereto) to accomplish the purposes and goals of the Design Guidelines which may be amended.

The Committee is authorized and empowered to consider and review and any all aspects of construction, construction of other improvements and location, quality and quantity of landscaping on the Lots, which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Lot Owner's or the general value of the Property. Also, the Committee is permitted to consider technological advances in design and materials and such comparable of alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of the restrictions and covenants described in Article IX hereof.

Any improvements constructed in accordance with plans and specifications approved by the Committee in accordance with its then applicable standards and requirements shall not be required to be changed because such standards are thereafter amended. The Committee shall review and act upon submitted plans and specifications in accordance with the applicable time periods specified in Sections 4 and 6.

Section 3. Definition of "Improvement". Improvement shall mean and include all buildings and roofed structures, parking areas, fences, walls, poles, driveways, ponds, lakes, swimming pools, tennis courts, signs, changes in any exterior color or shape, glazing or reglazing of exterior windows with mirrored or reflective glass, street, drainage, utilities, roads, alley paths, and any new construction or exterior improvement significantly altering the appearance may be included in any of the foregoing. It does not include public or private streets, utilities, garden shrubs or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expensed in accounting practice and which does not change exterior colors or exterior appearances. It does include both original improvements and all later changes and improvements.

Section 4. Preliminary Plan Submission. The Architectural Review Committee is authorized and empowered to and shall consider, review and comment on preliminary plans submitted in duplicate on an informal basis to assist Owners, developers and prospective purchasers of portions of the Property is complying with applicable covenants and restrictions and to assist in the completion of feasibility studies undertaken by such persons or entities. If the preliminary plans and specifications are approved by the Committee, one set thereof will be retained by the Committee, and one complete set of plans will be marked "Approved" and returned to the Lot Owner or his designated representative. If found not to be in compliance with these Covenants, Conditions and Restrictions, one set of such preliminary plans and specifications shall be marked "Disapproved", and returned accompanied by a reasonable statement of items found not comply with these Covenants, Conditions and Restrictions. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plans and

specifications within thirty (30) days after the date of submission, the applicant is required to notify the Association by Certified Mail, and if the plans and specifications are not approved or disapproved within thirty (30) days after the Certified mailing, then approval of the matters submitted shall be presumed. Comments on and approvals of preliminary plans and specifications shall be binding upon the Architectural Review Committee provided that conforming final plans and specifications are submitted within ninety (90) days of such preliminary comments or approvals.

Section 5. Plan Submissions. Final plans and specifications shall be submitted in duplicate to the Committee prior to the construction of any improvements on a Lot, which plans and specifications shall include, to the extent applicable to the proposed improvements as determined by the Architectural Review Committee, the following:

- (a) Exterior elevations of all proposed buildings and structures.
- (b) A description of exterior materials, colors, textures and shapes of all buildings and structures.
- (c) Parking areas and driveway plans.
- (d) Screening including size, location and method.
- (e) Three copies of complete blueprint plans and specifications required by the Committee, including without limitation the proposed roofline and elevations.
- (f) Trash container storage locations and related screening.
- (g) Such other matters as may be required by the then applicable zoning code of the City or such other municipal or governmental authority having Jurisdiction over the Property.
- (h) Any other data or information requested or deemed reasonably necessary by the Architectural Review Committee.

The Committee may defer the date for submission of any of the matters described in Section 5 (a)-(h) by notice in writing to the person or entity requesting such deferral of the submission date.

Section 6. Approval Procedure. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications will be retained by the Committee, one complete set of plans will be marked "Approved" and returned to the Lot Owner or his designated representative. If found not to be in compliance with these Covenants, Conditions and Restrictions, one set of such plans and specifications shall be marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these Covenants, Conditions and Restrictions. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, applicant is required to notify the

Association by Certified Mail and if the plans and specifications are not approved or disapproved within thirty (30) days after the Certified mailing then approval of the matters submitted shall be presumed. Any material modifications or changes to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval.

The Committee is authorized and empowered to consider and review any and all aspects of construction, construction of other improvements and locations quality and quantity of landscaping on the Lots, which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Lot Owner(s) or the general value of the Property. Also, the Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee.

All improvements approved by the Committee shall be diligently commenced after obtaining all necessary governmental approvals therefore and thereafter shall be pursued to completion.

Section 7. Design Guidelines. The Committee may, from time to time, publish and promulgate Design Guidelines (herein so called), and such Guidelines shall be explanatory and illustrative of the general intent of the development of the Property and are intended as a guide to assist the Architectural Review Committee in reviewing plans and specifications. In any event, such Design Guidelines shall not be binding upon the Committee and shall not constitute, in every event, the basis for approval or disapproval of plans, specifications and other materials submitted to the Committee for approval.

Section 8. Variances. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Lot Owners to construct, erect, or install improvements which are in variance from the Covenants and Restrictions or architectural standards which are provided in this Declaration in Article IX or which may be promulgated in the future. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. Written requests for variances shall be deemed to be disapproved if the Committee has not expressly and in writing, approved such request within thirty (30) days of the submission of such request. No member of the committee shall be liable to any Lot Owner for any claims, causes of action, or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants, Restrictions and architectural standards provided hereunder, against any other Owner.

Section 9. Nonconforming and Unapproved Improvements. The Association may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvements) if such improvements were commenced or constructed in violation of this Section. In addition, the Association may, but has no obligation to do so, cause such restoration, demolition and removal and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such improvements were commenced or constructed.

No action will be taken by the Association, with respect to nonconforming or unapproved improvements until the completion of the following review and appeal process, if the violating Owner elects by written notice to the Association, to institute such process:

(a) Within fifteen (15) days of written notice of appeal by the violating Owner, such Owner and the committee shall each appoint a duly licensed architect to determine whether a violation exists. These two (2) architects shall then choose a mutually acceptable third architect within ten (10) days after the expiration of said fifteen (15) day period.

(b) Within thirty (30) days after the date of appointment of the third architect a majority of the three (3) architects shall determine whether a violation exists.

(c) If a violation is determined to exist then the Association shall, in its reasonable discretion, determine the manner in which the violation shall be remedied, which remedy may include reasonable fines.

Section 10. No Liability. Neither Declarant, the Association, the Committee, and the Board nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications, and every Owner of any of sale property agrees that he will not bring any action or suit against Declarant, the Association, the Committee, the Board, or the officers, directors, members, employees and agents of any of them, to recover any such damages and hereby releases, remises, and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

Section 11. Certificate of Compliance. Within five (5) business days after an Owner's written request for same (ten (10) business days with respect to commercial improvements) and upon substantial completion (as such term is defined by the American Institute of Architects) of improvements, the plans and specifications for which are subject to review by the Committee, the Committee shall inspect such improvements and if the improvements are constructed, erected, placed or altered in accordance with approved plans and specifications the Committee shall issue a certificate evidencing compliance with the provisions hereof.

Section 12. Notice of Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of substantial completion of construction of any improvement within the Property, said improvements shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this Section, unless actual notice of such noncompliance and

noncompletion, executed by the Architectural Committee or its designated representatives, shall appear of record in the office of the County Clerk of the County, or unless legal proceedings shall be instituted to enforce compliance or completion. The term "substantial completion" shall be defined in the manner adopted by the American Institute of Architects from time to time. Subsequent improvements, alternations or repairs to a Lot shall not entitle the Committee to review for compliance any improvements substantially completed more than one (1) year prior to such more recent improvements, alternations or repairs which are subject to review.

Section 13. Appointment and Designation. The Committee may from time to time, by the vote or written consent of a majority of its members, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons or subcommittees which shall have full authority to act on behalf of said Committee in all matters delegated.

Section 14. Review Fee and Address. Any plans and specifications shall be submitted in duplicate, in writing, for approval together with a reasonable processing fee as set by the Committee. The review fee shall cover only the cost of employing non-affiliated consultants to review plans and specifications as well as incidental expenses associated with the review process. The address of the Committee shall be the principal place of business of the Association from time to time designated in writing to the Board of Directors. Such address shall be the place of the submittal of any plans and specifications and the place where the current rules and regulations, if any, of the Committee shall be kept

Section 15. Inspection. After telephonic notice to the Owner, any member or agent of the Committee may from time to time at any reasonable hour or hours enter and inspect any property subject to the Jurisdiction of said Architectural Committee to confirm improvement or maintenance in compliance with the provisions hereof.

Section 16. Governmental Authorities. Declarant, its successors and assigns, and all future Owners of any Lot and their successors and assigns by their acceptance of their respective deeds, and the Association shall be bound by and subject to all laws, rules or regulations. No improvements or addition or change or alteration thereof shall be construed, erected, placed, altered or maintained on any of the Property, including the Common Area, which is in violation of any of the laws or ordinances of the City of Dallas, Texas or any other applicable governmental laws, rules or regulations. Notwithstanding anything to the contrary herein contained, Declarant, the Association, the Committee and their respective officers, directors, agents and employees shall have no obligation to enforce or to report the violation of any such law, ordinance, rule or regulation.

Section 17. No Liability for Design Defects. Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Committee, the members thereof, the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications.

ARTICLE X

GENERAL

Section 1. Remedies. In the event of any default by any owner under the provisions of the Declaration, By-Laws or rules and regulations of the Association, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the By-Laws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceeds against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for the payment of the money and collection thereof, or for any combination of the remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses, and all damages, permitted by law but, with reference to any Lots financed by FHA insured loans, not in excess of the maximum rate of FHA loans at the time of delinquency, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of respective maintenance assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot. The Association or any Owner may exercise any and all of such rights and remedies at any time and from time to time, cumulatively or otherwise.

Section 2. Term and Amendments. The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless seventy-five percent (75%) of the votes outstanding shall have voted to terminate the covenants and restrictions of this Declaration. This Declaration may be amended by an instrument signed by Owners constituting not less than seventy-five percent (75%) of the votes of the Association. Any amendment must be recorded.

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

Section 4. Rights and Obligations. The provisions of this Declaration and the Articles of Incorporation and By-Laws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagers. By the recording of the acceptance of a deed conveying a Lot of any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Articles of Incorporation and By-Laws, whether or not mention thereof is made in said deed.

Section 5. Miscellaneous Provisions. Any provisions of this Declaration or of Articles of Incorporation and By-Laws to the contrary notwithstanding, the following provisions shall control:

(a) The following actions will require notice to all institutional holders of first mortgage lien: (1) abandonment or termination of the Association, or (2) material amendment to the Declaration.

(b) Upon the request of any first mortgager of a dwelling on a Lot, the Association shall furnish to such mortgager a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under this Declaration or the By-Laws or Association rules and regulations which is not cured within thirty (30) days. Any first mortgager of a dwelling who comes into possession of such dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to the time such holder comes into possession of the dwelling.

(c) Unless at least fifty one percent (51%) of the Lot Owners have given their prior written approval, neither the Association nor the Owners shall be entitled to:

(i) by act or omissions seek to abandon, partition, encumber, or transfer the Common Areas, if any, or any portion thereof of interest therein;

(The granting of easements for public utilities or other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause).

(ii) substantially change the method of determining the obligations, assessments, dues or other charges, which may be levied against an Owner by the Association,

(iii) by act or omission change, waive, or abandon any schema of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of dwellings or maintenance of the dwellings or Lots.

(d) All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

Section 6. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of: this Declaration.

Section 7. Conflicts. In the event of conflict between the terms of this Declaration and the By-Laws, rules, regulations or Articles of Incorporation of the Association, this Declaration shall

control. If any provisions are held to be legally unenforceable, all other provisions shall remain in full force and effect.

Section 8. Lot Landscape and Maintenance. The Owner of each Lot, at the time of the construction of the Unit thereon, shall establish fully sodded grass on all yards visible from the street, including, but not limited to, the unpaved area, if any, between the Lot and the curb of any street adjacent to such Lot. The above landscaping shall be installed by a builder at the time of and in conjunction with the construction of a Residence on a Lot. The Owner shall maintain the yards in a sanitary and attractive manner and shall edge the street curbs that run along the property line. Grass, weeds and vegetation on each Lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. The Owner of each Lot on which a fence is required to be constructed under this Declaration shall maintain such fence in good order and repair and shall replace such fence upon its deterioration in accordance with the construction requirements of this Declaration. No vegetables shall be grown in any yard that faces a street. No Owner shall permit weeds or grass to grow to a height of greater than six inches upon his property. Upon the failure of any Owner to maintain any Lot or any fence thereon, Declarant and the Association each has the right, at its option, to have the grass, weeds and vegetation cut or the fence repaired or replaced as often as necessary in its sole judgment without the joinder of the other, and the Owner of such property shall be obligated, when presented with an itemized statement or notice of Special Assessment, to reimburse Declarant or pay a Special Assessment to the Association, as the case may be, for the cost of such work. The amount to be paid, if not paid within thirty days after the date the statement or notice of Special Assessment is presented to the Owner, shall bear interest from such date of presentation until paid at the rate of ten percent (10%) per annum. Any Special Assessment owing to the Association for such work shall be secured by a lien on such Owner's Lot as provided in this Declaration.

Section 9. Maintenance of Improvements. Each Lot Owner (a) shall maintain the exterior of all buildings, fences, walls and other improvements on his Lot in good condition and repair; (b) shall replace worn and rotten parts; (c) shall regularly repaint all painted surfaces; and (d) shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate.

Section 10. Mortgages. It is expressly provided that the breach of any of the foregoing provisions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said provisions shall be binding as to Lots acquired by foreclosure, trustee's sale or otherwise, but only as to any breach occurring after such acquisition of title.

Section 11. Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the Owner of any land except land in the Property other than as specifically provided herein. This instrument, when executed, shall be filed of record in the appropriate records of Dallas County so that each and every Owner or purchaser of any portion of the Property is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 12. Other Authorities. If other authorities, such as the City or Dallas County, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 13. Addresses. Any notices or correspondence to an Owner of a Lot shall be addressed to the street address of the Lot. Any notice or plan submission to the Committee shall be made to the address set forth below. The Committee may change its address for notice and plan submission by recording in the Real Property Records of Dallas County a notice of change of address.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, attested and its corporate seal to be hereunto affixed as of the day and year first above written.

DECLARANT:

OWENCREST PROPERTY DEVELOPMENT COMPANY

By: Warren Norris
Warren Norris, Partner

OWNER OF RECORD:

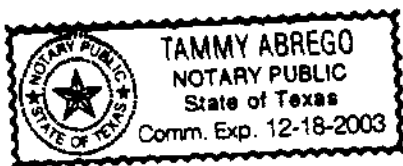
OWENCREST PROPERTY DEVELOPMENT COMPANY

By: Warren Norris
Warren Norris, Partner

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me on this 30 day of May, 2000 by Warren Norris of Owencrest Property Development Company.



Tammy Abrego
Notary Public in and for the State of Texas

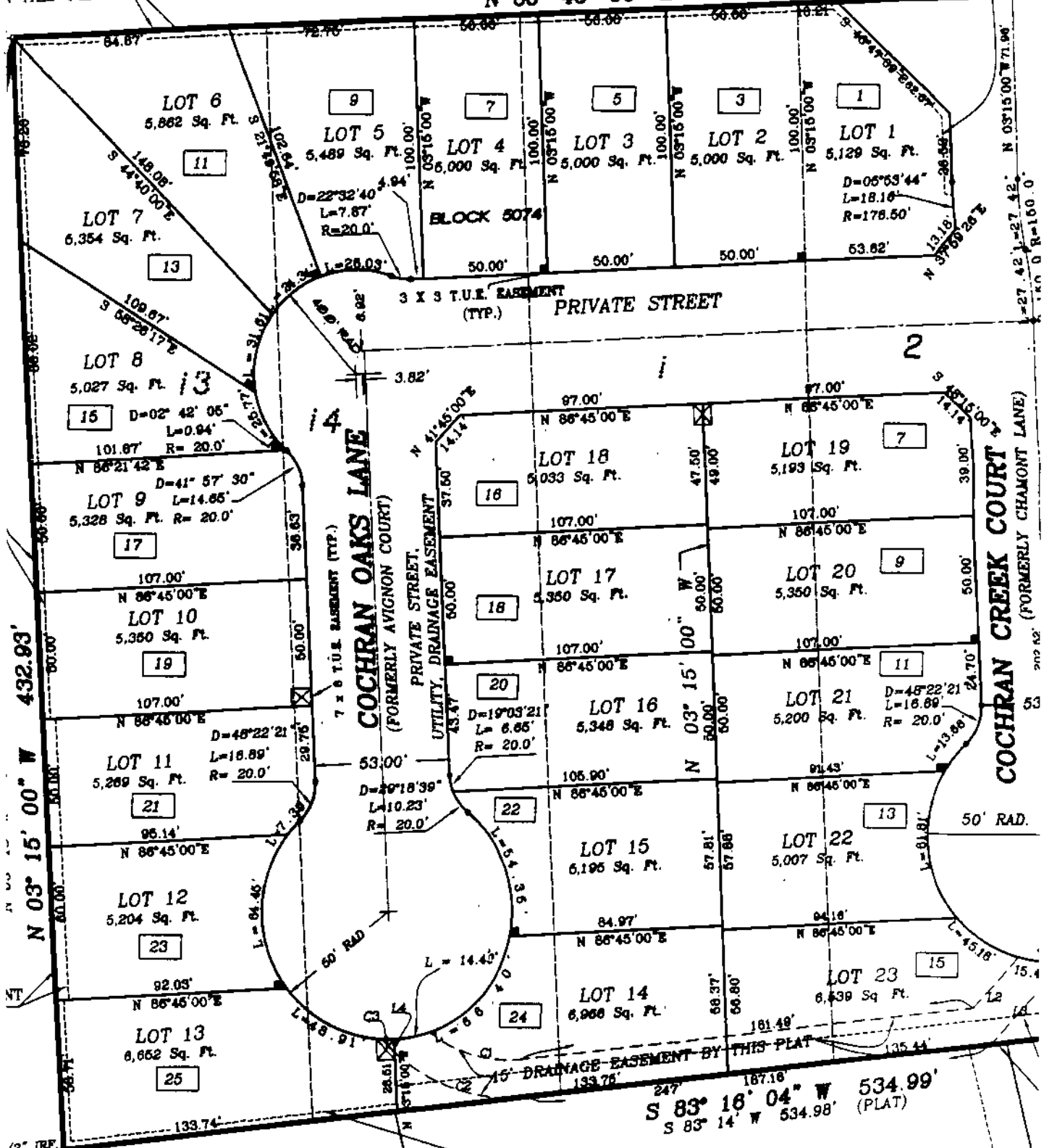
Commission Expires: 12-18-2003

2000 08 05090

Exhibit A

EASEMENT THIS PLAT

N 86° 45' 00" E 534.00'



20040805096

FRANK C. PAYNE III
 SUSAN C. PAYNE
 VOL. 93248, PAGE 02998
 BLOCK 5078

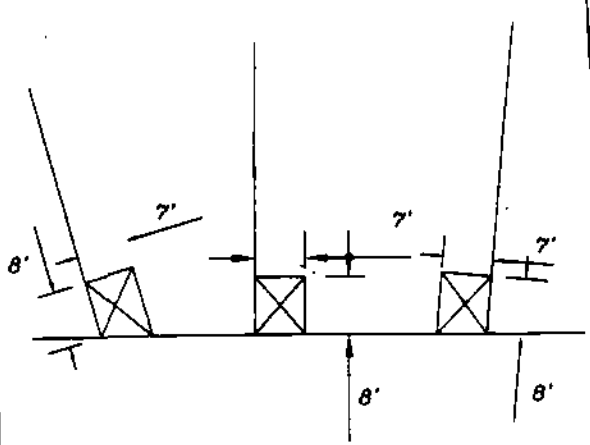
C.C. LEE
 VOL. 74173, PAGE 1874
 BLOCK 5078

NOTES:

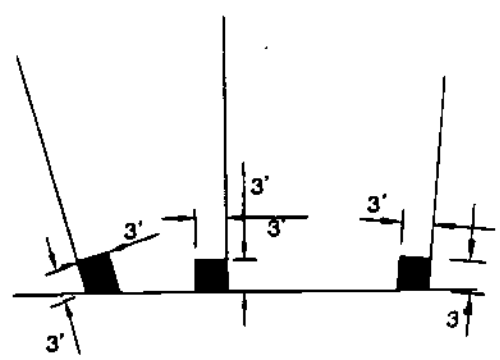
The Homeowners Association, NOT the City of Dallas, shall maintain the perimeter screening walls, security gates and Common Areas.

No lot-to-lot storm run

s:\AutoCAD_R14\Draw\Peymen\180\002\NMS\PLAT.dwg Tue May 15 14:52:43 2000



TYPICAL 7' X 8'
TEXAS UTILITY ELECTRIC
EASEMENT DETAIL



TYPICAL 3' X 3'
TEXAS UTILITY ELECTRIC
EASEMENT DETAIL

POINT OF BEGINNING

BLOCK 5074

11

12

3' SCREENING WALL EASEMENT
PER THIS PLAT

446.22'

440.01'

BLOCK 5074
OWENCREST ADDITION
VOL. 9, PG. 251

N 03° 16' W 493.81' (PLAT)
S 03° 15' 00" W 492.93'

5' SCREENING WALL EASEMENT
PER THIS PLAT

207.43'

100.19'

70.6'

100.19'

1/2'

OWNER:

OWENCREST PROPERTY DEVELOPMENT COMPANY
3883 TURTLE CREEK BLVD. SUITE 2110
DALLAS, TEXAS 75219
214-505-8825

COCHRAN CHAPEL ROAD ADDITION
VOL. 93041, PAGE 4006
BLOCK 5077

2

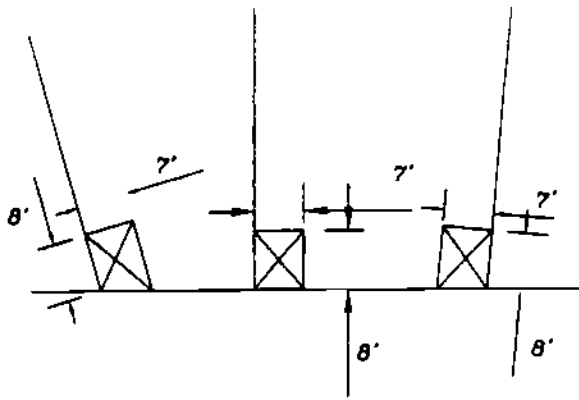
3

493.7'

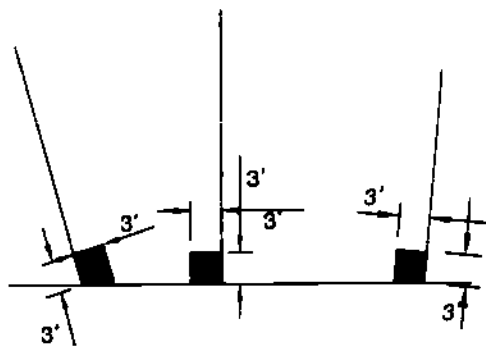
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20-108 05097

BLOCK 5074



TYPICAL 7' X 8'
TEXAS UTILITY ELECTRIC
EASEMENT DETAIL



TYPICAL 3' X 3'
TEXAS UTILITY ELECTRIC
EASEMENT DETAIL

11

12

3' SCREENING WALL EASEMENT
PER THIS PLAT

BLOCK 5074
OWENCREST ADDITION
VOL. 9, PCL 251

5' SCREENING WALL EASEM
PER THIS PLAT

448.22'

440.01'

207.43'

100.19'

70.5'

100.19'

493.77'

OWNER:

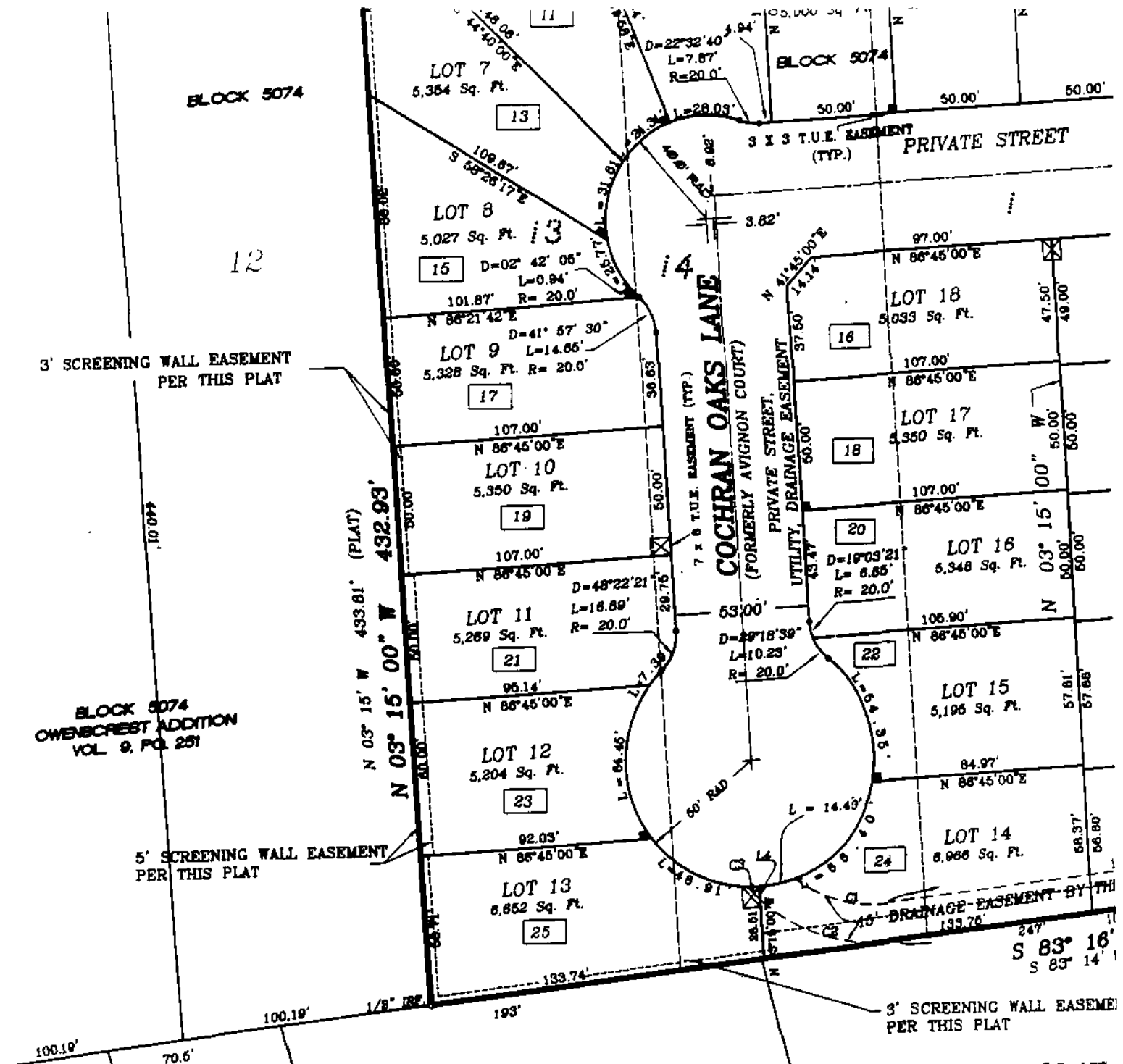
OWENCREST PROPERTY DEVELOPMENT COMPANY
3883 TURTLE CREEK BLVD. SUITE 2110
DALLAS, TEXAS 75219
214-505-6625

COCHRAN CHAPEL ROAD ADDITION
VOL. 93041, PAGE 4005
BLOCK 5077

2

3

270'



3' SCREENING WALL EASEMENT PER THIS PLAT

BLOCK 5074 OWENSCREST ADDITION VOL. 9, P. 251

5' SCREENING WALL EASEMENT PER THIS PLAT

3' SCREENING WALL EASEMENT PER THIS PLAT

FRANK C. PAYNE III
 SUSAN C. PAYNE
 VOL. 93248, PAGE 02998
 BLOCK 5076

C.C. LEE
 VOL. 74173, PA
 BLOCK 507

NOTES:

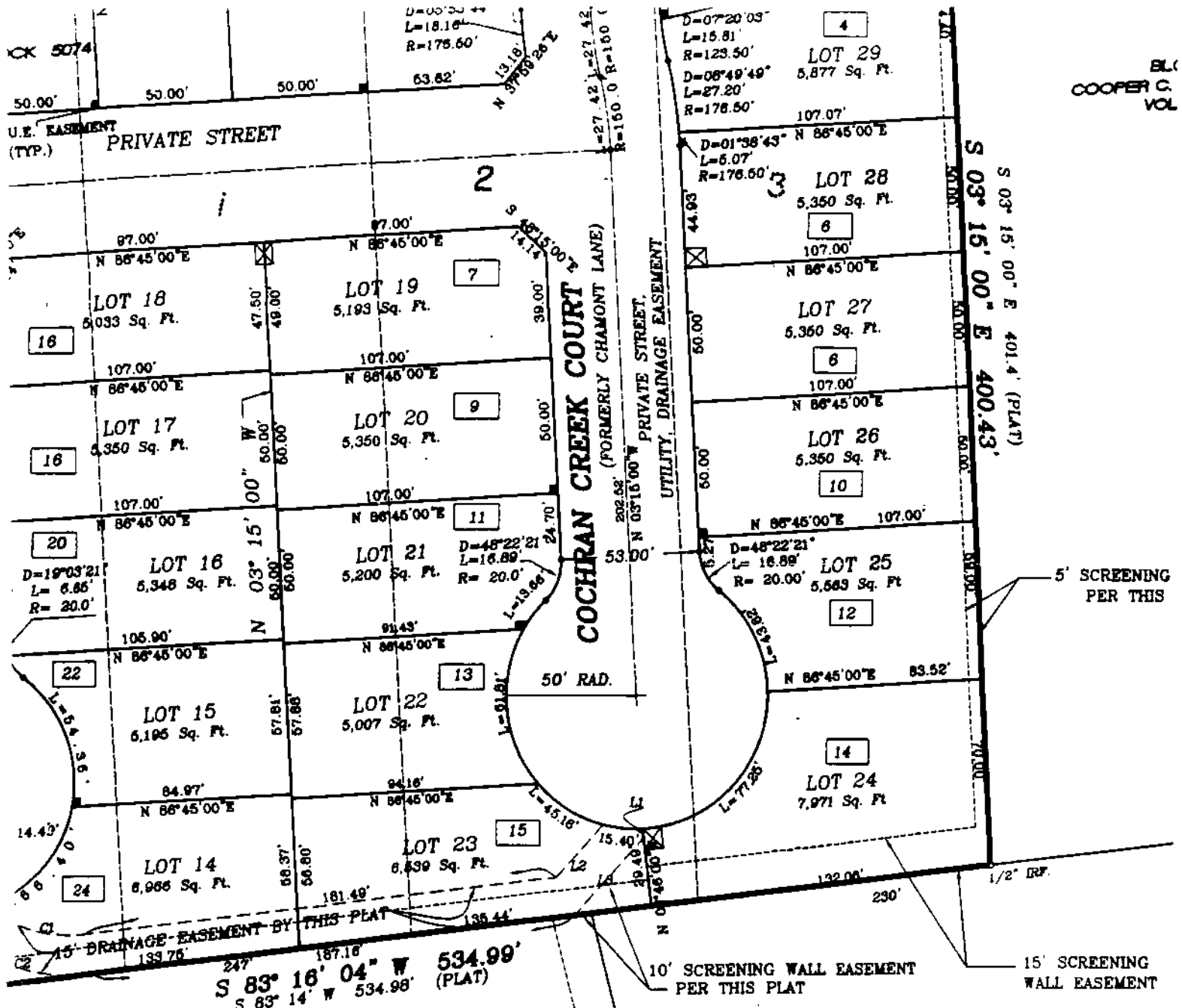
The Homeowners Association, NOT the City of Dallas, shall maintain the perimeter screening walls, security gates and Common Areas.

It is the responsibility of the Homeowners Association to provide adequate access for City Sanitation Collection vehicles. If the gated entrance is unmanned, the gates will remain open to allow access. Currently, collection hours may be anytime between 7:00 a.m. and 7:00 p.m., Monday through Saturday.

The Homeowners Association will be required to sign an indemnity agreement for damage to the streets and/or other private property by sanitation collection vehicles, as approved by the City Attorney's Office.

The basis of bearings is the south right-of-way line of West Northwest Highway as North 86 degrees 45 minutes East, as shown on the plat of the Cooper C. Drury's Subdivision, as recorded in Volume 11, Page 65, Map Records, Dallas County,

3
 CHAPEL ROAD ADDITION
 33041, PAGE 4005
 BLOCK 5077



BLK
COOPER C.
VOL

S 83° 16' 04" W 534.99'
S 83° 14' W 534.98' (PLAT)

10' SCREENING WALL EASEMENT
PER THIS PLAT

15' SCREENING
WALL EASEMENT

MAX W BATZER
CHERYL BATZER
VOL 97103, PAGE 952
BLOCK 5076

3' SCREENING WALL EASEMENT
PER THIS PLAT

15' UTILITY/DRAINAGE
EASEMENT
VOL 99090 PG. 01147

C.C. LEE
VOL 74173, PAGE 1874
BLOCK 5076

shall maintain the perimeter

No lot-to-lot storm runoff allowed.

to provide adequate access for
ance is unmanned, the gates will
ours may be anytime between

No individual lot access to West Northwest Highway allowed.

5/8 inch iron rods with yellow plastic caps stamped "PITTS 4595" set at all corners
unless noted otherwise.

an indemnity agreement for
by sanitation collection vehicles.

This subdivision shall have at least one permanent sign, and contain the word
"COCHRAN HOLLOW". The maximum height shall be 6' per Dallas Development Code.
maximum effective area of the sign shall be approximately 400 square feet. The
sign shall be located at the entrance near the intersection of West Northwest High
and Cochran Creek Court.

of West Northwest Highway as
plat of the Cooper C. Drury's
Records, Dallas County.

All easements within the limits of this plat, unless noted otherwise, are by this pla

4	N 03-15-00 W	5.08'
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BLOCK 5075
COOPER C. DRURY SUBDIVISION
VOL. 11, PG. 85

4

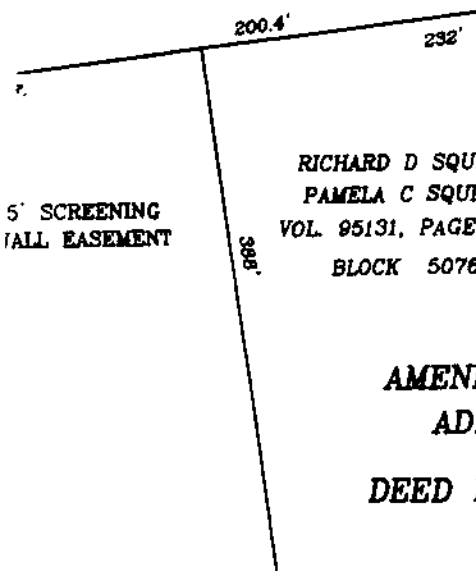
CURVE TABLE

	CURVE 1	CURVE 2	CURVE 3
DELTA	43-54-12	49-12-33	05-58-11
RADIUS	52.5'	87.5'	87.5'
LENGTH	40.23'	57.97'	7.03'
CHORD	39.25'	57.23'	7.03'
CH. BRG.	S 57-48-50 E	S 72-35-40 E	S 44-32-18 E

-5' SCREENING WALL EASEMENT
PER THIS PLAT

LEGEND

- C.M. CONTROL MONUMENT.
- IRF IRON ROD FOUND
- IRS IRON ROD SET
- 12 HOUSE NUMBERS



RICHARD D SQUIRES
PAMELA C SQUIRES
VOL. 95131, PAGE 04908
BLOCK 5076

**AMENDED PLAT
AMENDED PLAT OF COCHARAM HOLLOW
ADDITION VOL 99217, PG 00036**

DEED RECORDS DALLAS COUNTY, TEXAS

COCHRAN HOLLOW

LOTS 1-30, BLOCK 5074

BEING A REPLAT OF
LOTS 1-9, BLOCK 5075
COOPER C. DRURY'S SUBDIVISION
AND
LOTS 13-14, BLOCK 5074
OWENSCREST ADDITION

WILSON BAKER SURVEY, ABSTRACT No. 54
CITY OF DALLAS, DALLAS COUNTY, TEXAS

CITY PLAN FILE No. S989-183R

at all corners

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northwest Highway

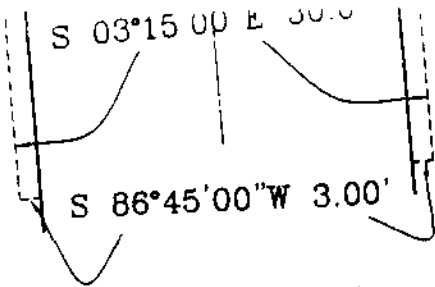
are by this plat.

PRP CONSULTING GROUP

PLANNING SURVEYING LANDSCAPE DESIGN
CONSTRUCTION MANAGEMENT

2608 AVENUE K, SUITE 103, PLANO, TEXAS 75074
OFFICE (972) 422-9981, FAX (972) 424-2682

DRAWN PDP
CHECKED
DATE 11 MAY 2000
SCALE 1" = 40'
JOB NO. 99180002
SHEET 1
OF 2 SHEETS



DETAIL A.
SCALE 1" = 20'

EASEMENT

LINE TABLE

1	N 06-46-00 W	8.0'
2	N 41-51-02 W	26.90'
3	N 41-51-02 W	39.31'
4	N 05-15-00 W	5.08'

CK 5075
SUBDIVISION
PL. PG. 85

4

CURVE TABLE

	CURVE 1	CURVE 2	CURVE 3
DELTA	43-54-12	49-12-33	05-58-11
RADIUS	52.5'	67.5'	67.5'
LENGTH	40.23'	57.97'	7.03'
CHORD	39.25'	57.23'	7.03'
CH. BRG.	S 57-46-50 E	S 72-35-40 E	S 44-32-18 E

WALL EASEMENT
PLAT

LEGEND

- C.M. CONTROL MONUMENT.
- IRF IRON ROD FOUND
- IRS IRON ROD SET
- 12 HOUSE NUMBERS

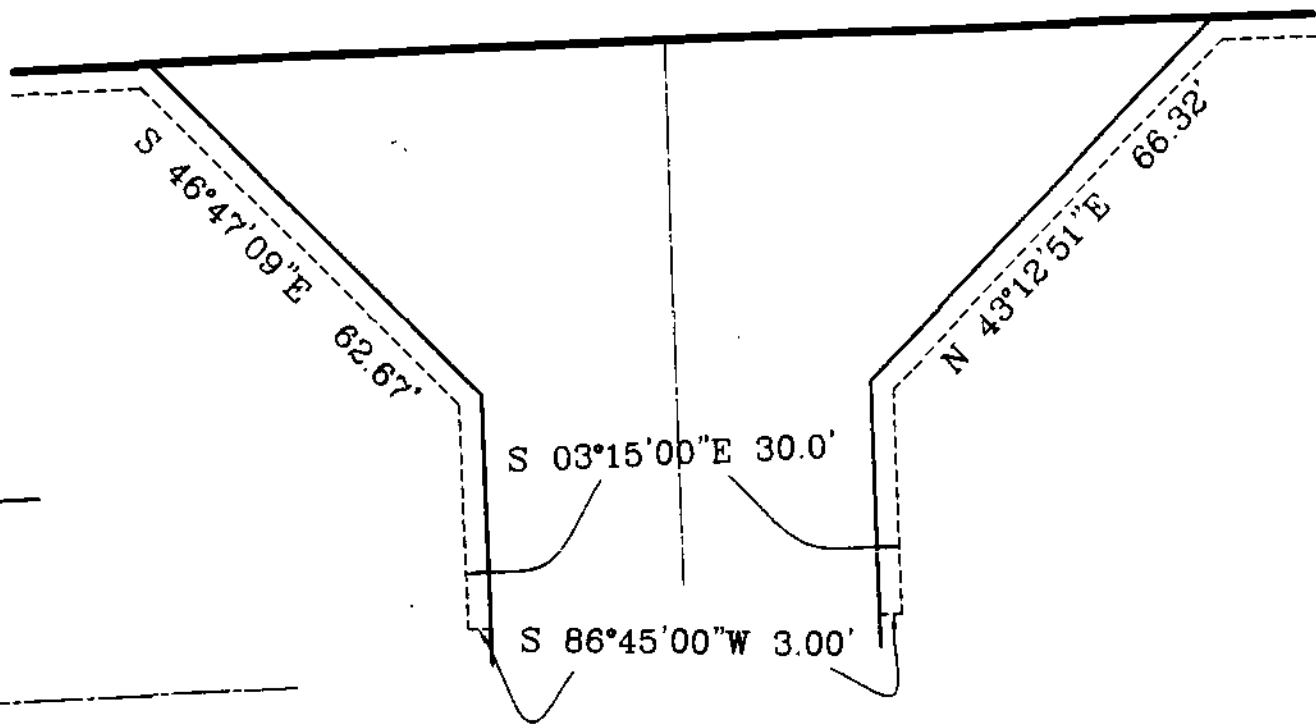
200.4'
232'

RICHARD D SQUIRES
PAMELA C SQUIRES
VOL. 85131, PAGE 04908

PRP CONSULTING GROUP

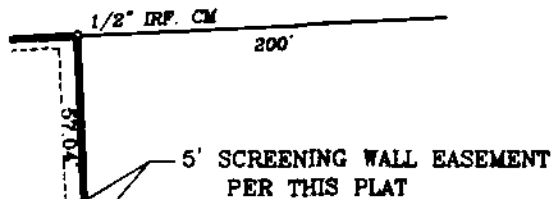
PLANNING SURVEYING LANDSCAPE DESIGN
CONSTRUCTION MANAGEMENT

2608 AVENUE K, SUITE 103, PLANO, TEXAS 75074
OFFICE (972) 422-9981, FAX (972) 424-2682



DETAIL A
SCALE 1" = 20'

SCREENING WALL EASEMENT
PER THIS PLAT



LINE TABLE

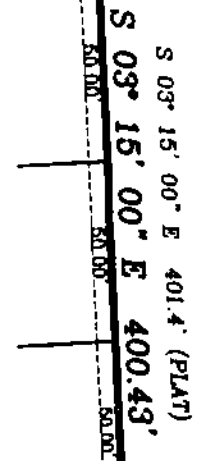
1	N 06-46-00 W	6.0'
2	N 41-51-02 W	26.90'
3	N 41-51-02 W	39.31'
4	N 03-15-00 W	5.08'

BLOCK 5075
COOPER C. DRURY SUBDIVISION
VOL. 11, PG. 85

4

CURVE TABLE

	CURVE 1	CURVE 2	CURVE 3
DELTA	43-54-12	49-12-33	05-58-11
RADIUS	52.5'	67.5'	67.5'
LENGTH	40.23'	57.97'	7.03'



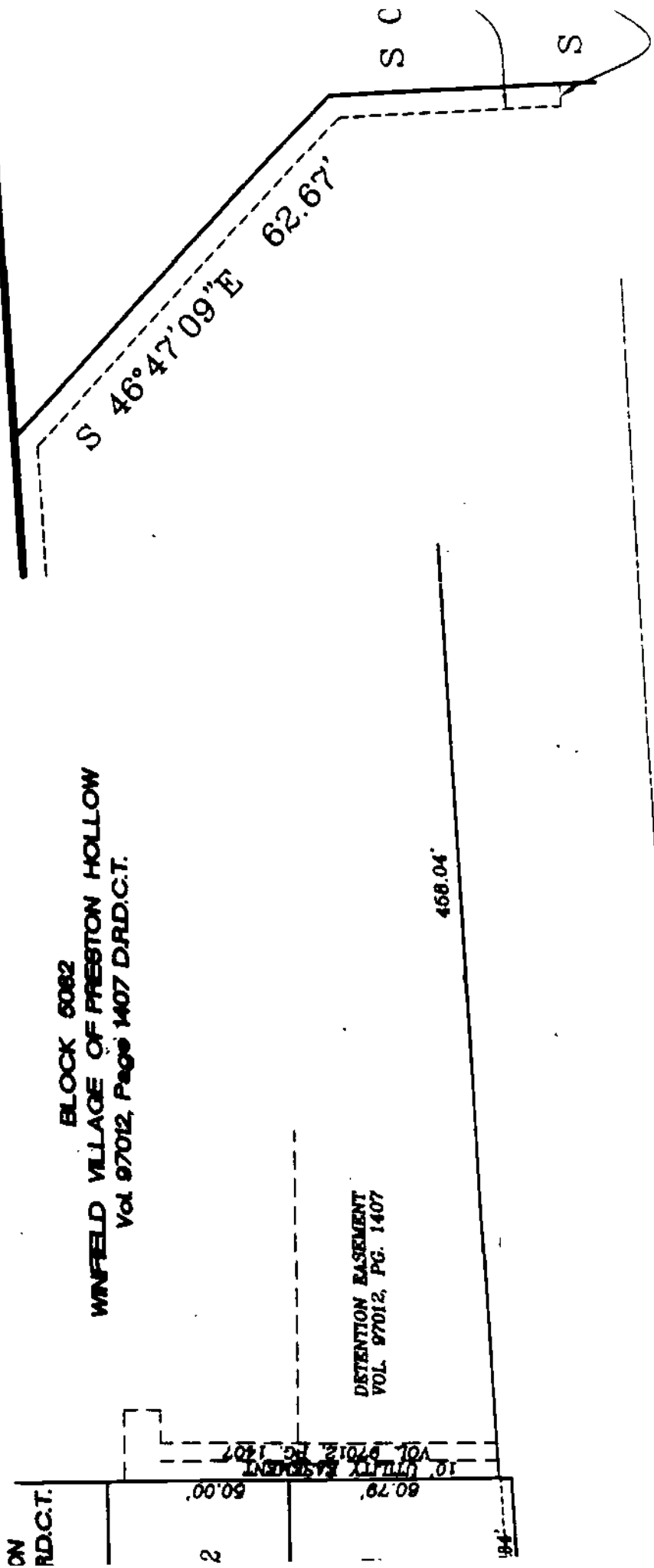
GROUP

LOT 10

BLOCK 5082
WINFIELD VILLAGE OF PRESTON HOLLOW
Vol 97012, Page 1407 D.R.D.C.T.

DETENTION BASEMENT
VOL. 97012, PG. 1407

458.04'



3' SCREENING WALL EASEMENT
PER THIS PLAT

SEE
DETAIL A

1/2" IRF. CM

200'

57.04'

2

LOT 30

5' SCREENING WALL EASEMENT
PER THIS PLAT

34.00'

10.81'

S 48° 47' 08\"/>

50.00'

71.88'

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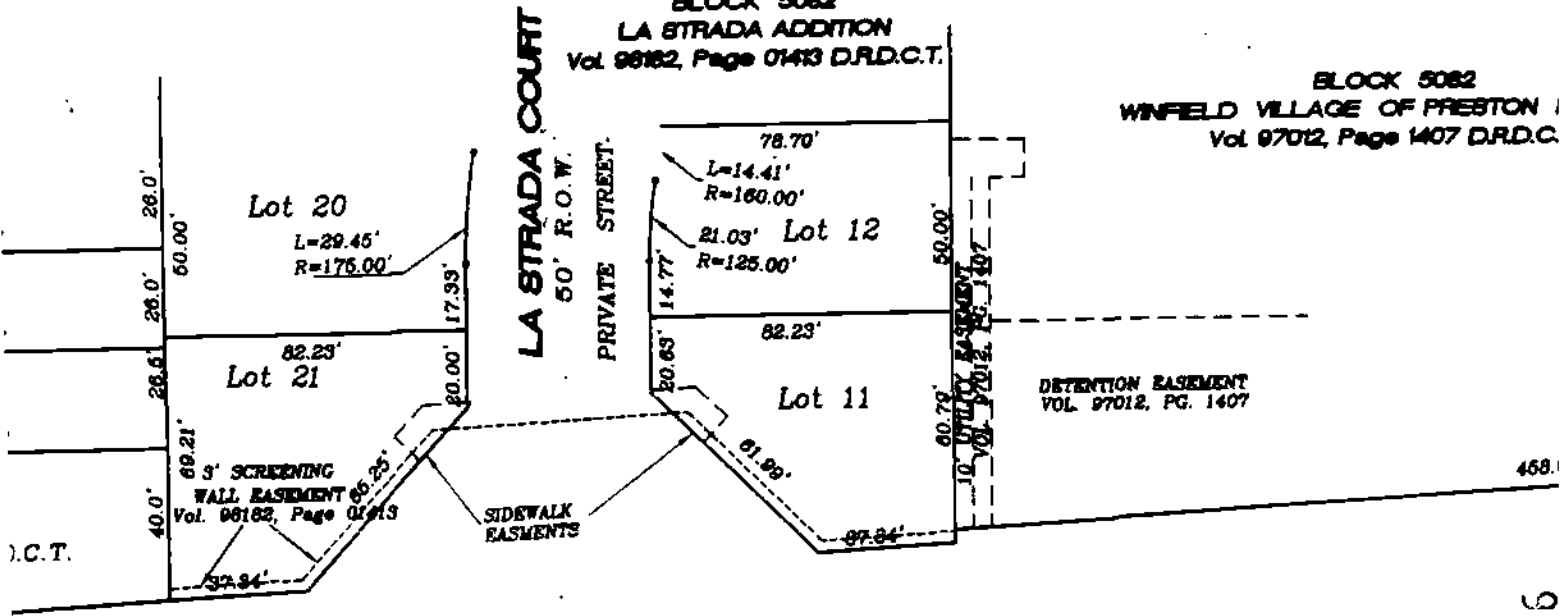
25.00'

S 48° 47' 08\"/>

LOT 10

BLOCK 5082
LA STRADA ADDITION
Vol. 96182, Page 0143 D.R.D.C.T.

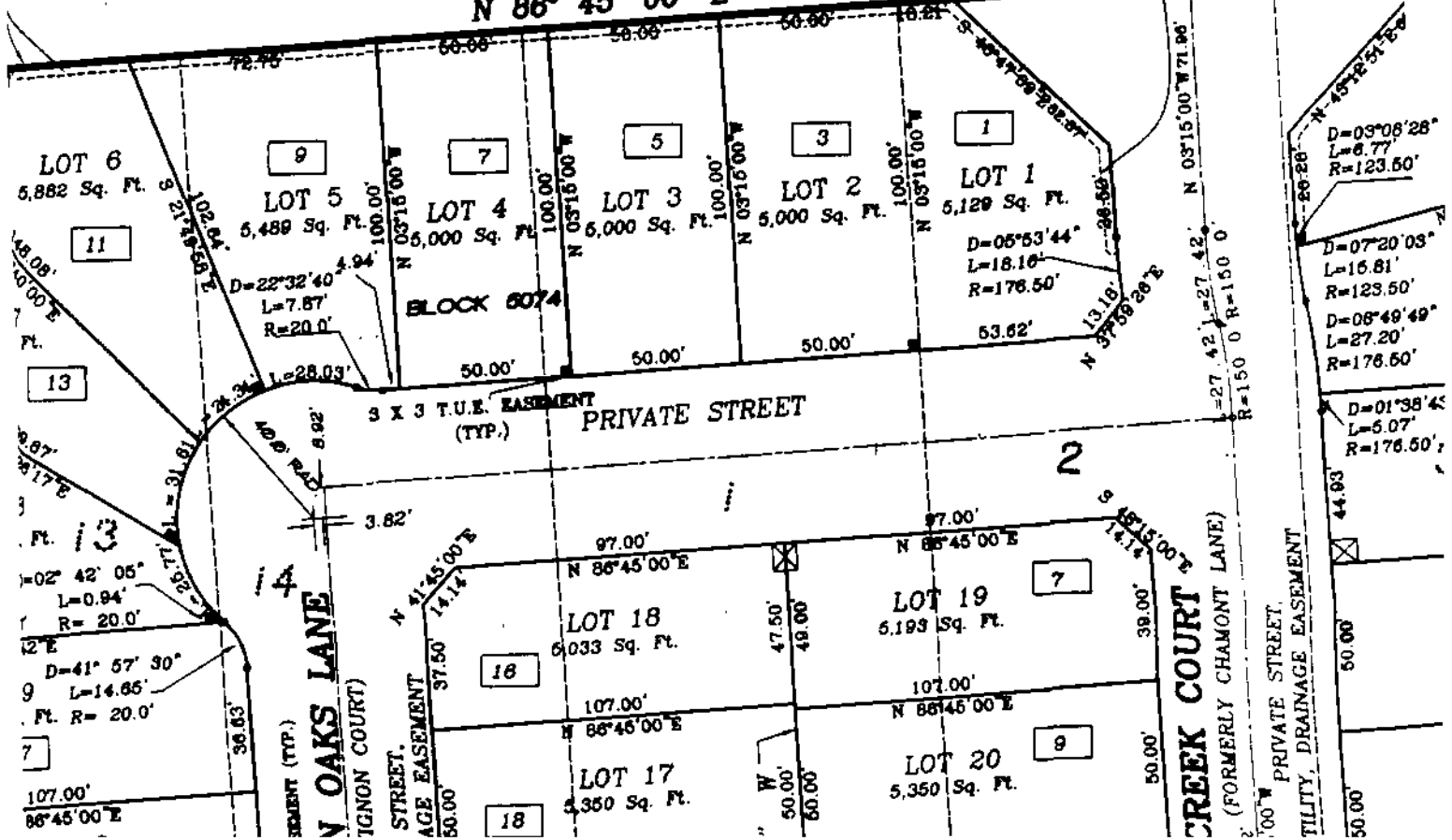
BLOCK 5082
WINFIELD VILLAGE OF PRESTON
Vol. 97012, Page 1407 D.R.D.C.



WEST HIGHWAY VARIABLE WIDTH R.O.W

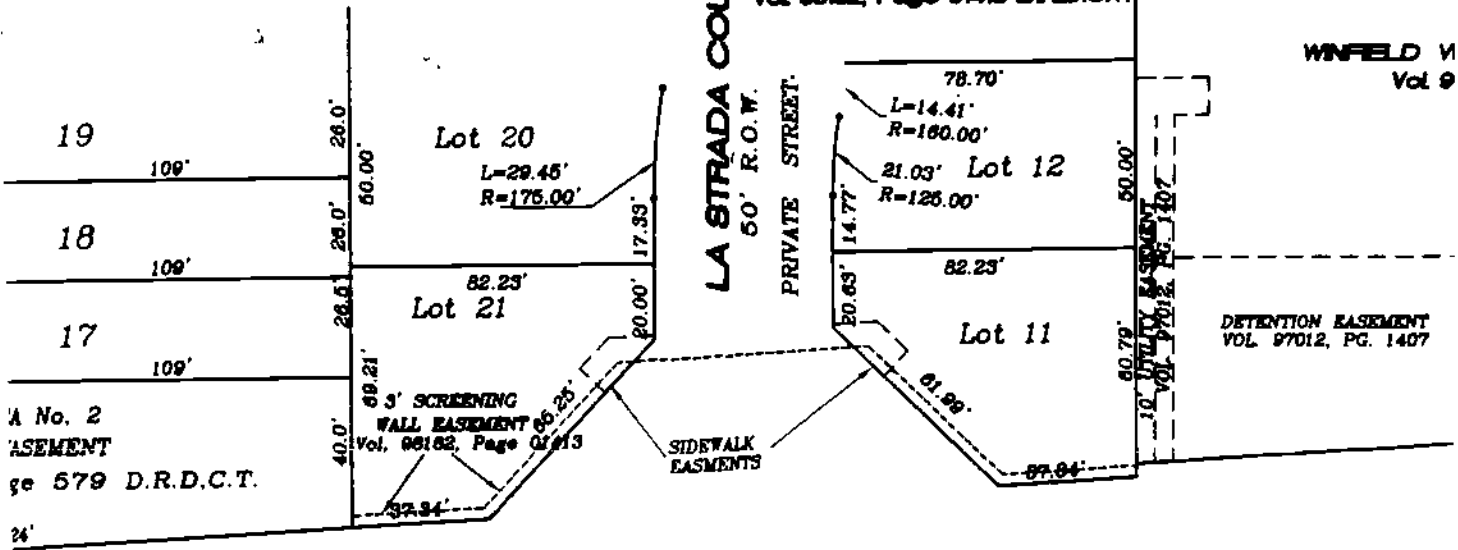
SEE
DETAIL A

N 86° 45' 00" E 534.00'



200610005105

BLOCK 5082
LA STRADA ADDITION
Vol. 96182, Page 0143 D.R.D.C.T.



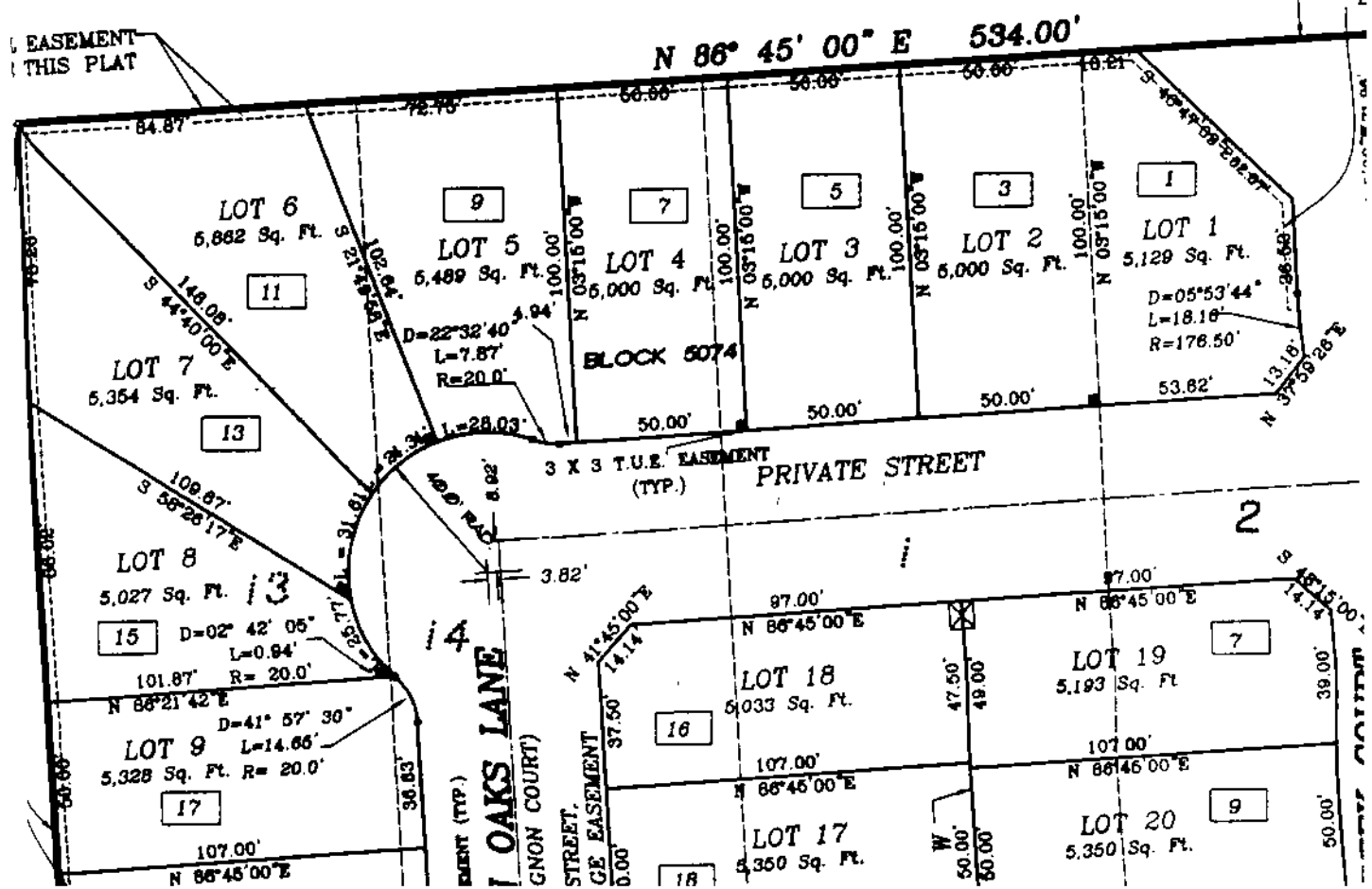
WINFIELD VI
Vol. 9

DETENTION EASEMENT
VOL. 97012, PG. 1407

A No. 2
EASEMENT
Page 579 D.R.D.C.T.

W. NORTHWEST HIGHWAY VARIABLE WIDTH R.O.W

20100605107



N 86° 45' 00" E 534.00'

BLOCK 5074

PRIVATE STREET

I OAKS LANE
GNON COURT

EASEMENT
THIS PLAT

3 X 3 T.U.E. EASEMENT
(TYP.)

[Large blank area for drawing or notes]

REVISIONS	BY

[Large empty rounded rectangular box for notes or signature]

AMENDED PLAT
AMENDED PLAT OF COCHARAM HOLLOW
ADDITION VOL 99217, PG 00036

DEED RECORDS DALLAS COUNTY, TEXAS

COCHRAN HOLLOW

LOTS 1-30, BLOCK 5074

BEING A REPLAT OF
LOTS 1-3, BLOCK 5075
COOPER C. DRURY'S SUBDIVISION
AND
LOTS 13-14, BLOCK 5074
OWENSCREST ADDITION

WILSON BAKER SURVEY, ABSTRACT No. 54
CITY OF DALLAS, DALLAS COUNTY, TEXAS
CITY PLAN FILE No S989-183R

PRP CONSULTING GROUP

PLANNING SURVEYING LANDSCAPE DESIGN
CONSTRUCTION MANAGEMENT

2608 AVENUE K, SUITE 103, PLANO, TEXAS 75074
OFFICE (972) 422-9981, FAX (972) 424-2682

SEARCHED
INDEXED
SERIALIZED
FILED
11 MAY 2000
FBI - DALLAS
99180002
2
2

SURVEYOR'S CERTIFICATE

I, Paul D. Pitts, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I have prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed and/or found under my personal supervision in accordance with the Platting Rules and Regulations of the City Plan Commission of the City of Dallas, Texas.

Paul D. Pitts, Jr.
Paul D. Pitts, Jr.
Registered Professional
Land Surveyor
Texas Registration No. 4595



State of Texas
County of Dallas

Before me, the undersigned, a Notary Public in and for the County and State on this day personally appeared Paul D. Pitts, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and Seal of Office this the 11th day of MAY, 2000

[Signature]
Notary Public in and for the State of Texas



NOTE:
The basis of bearings is the south right-of-way line of West Northwest Highway as North 36 degrees 45 minutes East, as shown on the plat of the Cooper C. Drury's Subdivision, as recorded in Volume 11, Page 85, Map Records, Dallas County, Texas.

OWNER'S CERTIFICATION

STATE OF TEXAS
COUNTY OF DALLAS

WHEREAS, HMN Property Development Company, a Texas general partnership, d/b/a Owencrest Property Development Company is the owner of a tract of land as recorded in Volume 99158, Page 07340, Volume 99158, Page 07343, and Volume 99158, Page 07349, and Volume 99158, Page 07352, Deed Records, Dallas County, Texas; said tract being situated in the Wilson Baker Survey, Abstract No. 54, City of Dallas, Dallas County, Texas, and being all of Lots 13 and 14, Block 5074, of the Owenscrest Addition, an Addition to the City of Dallas, as recorded in Volume 9, Page 251, Map Records, Dallas County, Texas; and all of Lots 1, 2 and 3, Block 5075, of the Cooper C. Drury's Subdivision, as recorded in Volume 11, Page 85, Map Records, Dallas County, Texas, and being more particularly described as follows:

Beginning at the northwest corner of Lot 13, Block 5074, of the Owenscrest Addition, an Addition to the City of Dallas, as recorded in Volume 9, Page 251, Map Records, Dallas County, Texas, same being on the south right-of-way line of West Northwest Highway;

Thence, along said south right-of-way line, North 86 degrees 45 minutes 00 seconds East a distance of 534.00 feet, to a 1/2 inch iron rod found for the northeast corner of Lot 3, Block 5075, of the Cooper C. Drury's Subdivision, as recorded in Volume 11, Page 85, Map Records, Dallas County, Texas;

Thence, along the east line of said Lot 3, South 03 degrees 15 minutes 00 seconds East a distance of 400.43 feet, to a 1/2 inch iron rod found for the southeast corner of said Lot 3;

Thence, along the south line of the Cooper C. Drury's Subdivision and the Owenscrest Addition, South 83 degrees 16 minutes 04 seconds West a distance of 534.99 feet, to a 1/2 inch iron rod found for the southwest corner of the aforementioned Lot 13;

Thence, along the west line of said Lot 13, North 03 degrees 15 minutes 00 seconds West a distance of 432.93 feet, to the Point of Beginning and containing 222,507 square feet or 5.1081 acres of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, HMN Property Development Company, a Texas general partnership, d/b/a Owencrest Property Development Company, are the owners of the above described project, and acting by and through its duly authorized agent do hereby adopt this plat designating the herein described property as **COCHRAN HOLLOW** an addition to the City of Dallas, Dallas County, Texas and do hereby reserve the streets shown there on as private. Streets to be deeded, in fee simple to the Homeowners Association. The easements shown hereon are hereby reserved for the purposes indicated. The private streets and the utility easements shall be open to the public, fire and police units for each particular use. The maintenance of paving on the private streets is the responsibility of the Homeowners Association. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use the same. All, and any public utility, shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs or other improvements or growth which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements and all public utilities shall at all times have the full right of ingress and egress to or from and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance or service required or ordinarily performed by that utility)

Water main and wastewater easements shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services and wastewater services from the main to the curb or pavement line, and description of such additional easements herein granted shall be determined by their location as installed.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Dallas, Dallas County, Texas.

required or ordinarily performed by that utility)

Water main and wastewater easements shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services and wastewater services from the main to the curb or pavement line, and description of such additional easements herein granted shall be determined by their location as installed.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Dallas, Dallas County, Texas.

WITNESS, MY HAND this the 16th day of May, 2000.

BY.

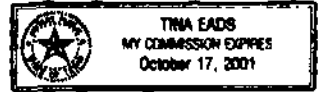
Peyman Horri

State of Texas
County of Dallas

Before me, the undersigned, a Notary Public in and for the County and State on this day personally appeared Peyman Horri, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and Seal of Office this the 16th day of May, 2000

Tina Eads
Notary Public in and for the State of Texas.



2009108 05112



DALLAS COUNTY
 COUNTY CLERK
 EARL BULLOCK

PLAT MAP RECORDING SHEET



TRUE AND CORRECT
 COPY OF ORIGINAL
 FILED IN DALLAS
 COUNTY CLERK'S OFFICE

INSTRUMENT #

999905

05/19/00 2131962 \$46.00
 Maps

SUBDIVISION NAME: COCHRAN Hollow
Lot 1-30 BIK 5074
CITY OF DALLAS
OWNER: OWENCREST Property Development Co.

RETURN TO: Owencrest Property Dev. Co.
 3883 Turtle Creek Blvd, Ste 2110
 Dallas, TX 75219.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

STATE OF TEXAS COUNTY OF DALLAS
 I hereby certify this instrument was filed on the date and time stamped herein by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped herein by me.

FILE DATE

MAY 19 2000



Earl Bullock
 COUNTY CLERK, Dallas County, Texas

VOLUME & PAGE OF RECORDED
 PLAT MAP



DALLAS COUNTY
 COUNTY CLERK
 EARL BULLOCK
 2000 MAY 19 PM 12:57
 FILED

2000 08 05 13