

**ENCHANTED LAKE ESTATES
HOMEOWNERS ASSOCIATION, INC.**

**BY-LAWS
COVENANTS,
RESTRICTIONS,
AND CONDITIONS**

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The By-Laws govern meetings of Enchanted Lake Estates Homeowners Association, the Board of Directors, the meetings of the Board, the duties of Board officers, committees of ELHA, and penalties for non-payment of assessments.

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This document defines restrictions and conditions the homeowner agrees to upon purchase of house in Enchanted Lake Estates. This agreement is legally binding on all homeowners. *Each homeowner acknowledges agreement with this document at the time of closing at the title company.* Articles II through IX are particularly important. Article II defines the property right of homeowners. Article III defines property subject to restrictions. Article IV and V concern the Homeowners Association and membership. Article VI deals with assessments. Article VII concerns architectural control. Article VIII lists use and building restrictions such as animals, antennas, trailers and motor vehicles, trash containers and signs. Article IX deals with use of the common grounds.

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BY-LAWS OF ENCHANTED LAKE ESTATES HOME OWNERS ASSOCIATION, INC.

ARTICLE ONE

NAME AND LOCATION

Section 1.01. The name of the corporation is ENCHANTED LAKE ESTATES HOME OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association."

Section 1.02. The registered office of the Corporation shall be located at the office of the Treasurer as published in the current Enchanted Lake Estates Neighborhood Directory, but meetings of members and directors may be held at such places within the State of Texas, County of Tarrant, as may be designated by the Board of Directors.

ARTICLE TWO

DEFINITIONS

Section 2.01. "Association" shall mean and refer to ENCHANTED LAKE ESTATES HOME OWNERS ASSOCIATION, INC., its successors and assigns.

Section 2.02. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2.03. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 2.04. "Lot" shall mean and refer to any parcel of real property designated as a Lot on any recorded subdivision plat within Enchanted Lake Estates, with the exception of the Common Area.

Section 2.05. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot. The foregoing does not include any persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise herein, the term "Owner(s)" shall not include a lessee or tenant, nor shall it include a Builder.

Section 2.06. "Builder" shall mean any builder, contractor or other person or entity who purchases a Lot in Enchanted Lake Estates for the purpose of resale to a Public Purchaser (as defined in the Declaration), or for the purpose of constructing improvements thereon for resale to a Public Purchaser.

Section 2.07. "Declarant" shall mean and refer to Farm and Home Savings Association, its successors and assigns, if such successors or assigns should acquire all of Farm and Home's interest in the property.

Section 2.08. Declaration shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties, as the same may from time to time be amended, together with any and all Section Declarations which may be recorded in the Deed Records of Tarrant County, Texas, by Declarant, as said Section Declarations may be amended from time to time relating to all or part of Enchanted Lake Estates.

Section 2.09. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE THREE

MEETING OF MEMBERS

Section 3.01. Annual Meetings. The Annual meeting shall be held on the third Sunday in September at a time to be announced.

Section 3.02. Special Meetings. Special meetings of the members may be called at any time by the president, by the Board of Directors, or upon written request of the members who are entitled to vote not less than one-tenth (1/10) of all the votes entitled to be cast at said meeting.

Section 3.03. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the president, or the secretary, or persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days, but not more than fifty (50) days, before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting, and shall be deemed delivered when deposited in the United States Mail addressed to the member at his address as set out above.

Section 3.04. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 3.05. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE FOUR

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 4.01. Number. The affairs of this Association shall be managed by a Board of nine Directors, who must be members of the Association in good standing.

Section 4.02. Term of Office. The Board of Directors shall be equally divided into three classes, so that one-third of the Board shall be elected every year. Each Director shall serve a three year term. Should any vacancy occur by resignation or otherwise, such vacancy shall be filled by a majority vote of the remaining Board of Directors. If more than two vacancies must be filled in this manner by the Board of Directors between annual meetings of the members, a special meeting shall be called by the Board of Directors to fill such vacancies. At such special meeting the members shall also vote to confirm or remove any successor director appointed by the Board of Directors. Any successor director appointed by the Board shall serve only until the next annual meeting. The term of office for such seat shall continue in accordance with other members of the class.

4.0201. Initial Apportionment of Classes. The first class shall consist of directors elected at the annual meeting in 1995. Such first class shall continue to be elected in three year successions henceforth. The seats of the directors of the second class shall be initially comprised of those individuals elected at the annual meeting in 1994. Such members of the second class shall hold three year terms expiring in 1997. Members of the second class shall be elected and serve for successive three year terms thereafter. The third class shall be comprised of three of the directors elected at the annual meeting held in 1993 and currently serving on the Board. Such third class of directors shall serve terms ending after the annual meeting in 1996. Members of the third class shall be elected and serve for successive three year terms thereafter.

Section 4.03. Removal and Vacancies.

4.0301. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association.

4.0302. In the event a vacancy occurs on the Board by virtue of the death, resignation or removal of a director, or for any other reason, the remaining members of the Board shall appoint a successor who shall serve out the unexpired term of his predecessor. If more than four vacancies occur between annual meetings, a special meeting will be called and elections held.

Section 4.04. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, but said actual expenses shall not include a reimbursement for loss of salaries or wages.

Section 4.05. Action Taken Without a Meeting. The directors shall have the right to take emergency action in the absence of a meeting which they could take at a meeting by obtaining the majority approval of the directors. Subsequently, a roll call vote will be taken at the next meeting to verify any vote taken. Any emergency action so approved shall have the same effect as though taken at a meeting of the directors.

Section 4.0601. Right to Indemnification.

(a) The Association shall indemnify any person or the estate of any deceased person (such person or estate of any deceased person being hereinafter referred to as "Person") who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, by reason of the fact that he is or was a director or officer of the Association, or is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another association, partnership, joint venture, trust, sole proprietorship, employee benefit plan or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith to the extent that he has been wholly successful on the merits or otherwise in defense of such action, suit or proceeding, and

(b) The Association shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, by reason of the fact that he is or was a director or officer of the Association, or is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another association, partnership, joint venture, trust, sole proprietorship, employee benefit plan or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him, and against judgments, penalties (including excise and similar taxes), fines, and amounts paid in settlement by him in connection therewith if he acted in good faith and in a manner he reasonably believed, in the case of conduct in his official capacity, to be in the best interests of the Association; or, in all other cases, to be not opposed to the best interests of the Association; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; **provided however**, if he is found liable to the Association or is found liable on the basis that personal benefit improperly was received by him, the indemnification provided

pursuant to this Section 4.06 of Article Four: (1) is limited to expenses actually and reasonably incurred by him in connection with the proceeding and (2) shall not be made in respect of any proceeding in which he shall have been found liable for willful or intentional misconduct in the performance of his duty to the Association. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, or, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful. A Person shall have been deemed to have been found liable in respect of any claim, issue or matter only after the Person shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom.

(c) Notwithstanding the foregoing provisions of this Article, the Association shall approve indemnification of any Person entitled thereto to the fullest extent then permitted by law.

Section 4.0602. Indemnification Procedure to be Followed. Any indemnification under paragraph (b), Section 4.0601. of this Article (unless ordered by a court or made pursuant to a determination by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in such paragraph (b). Such determination shall be made:

(a) by a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the proceeding;

(b) if such quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding;

(c) by special legal counsel selected by the Board of Directors or a committee of the Board by vote as set forth in (a) or (b) immediately foregoing, or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors; or

(d) by the Owners in a vote that excludes the votes held by any Owner who is a named defendant or respondent in the proceeding.

Section 4.0603. Payment of Expenses in Advance. Expenses incurred in defending an action, suit or proceeding referred to in Section 4.0601. of this Article shall be paid by the Association in advance of the final disposition of such action, suit or proceeding, without any of the determinations specified in Section 4.0602. of this Article, upon receipt of a written affirmation by the Person of his good faith belief that he has met the standard of conduct necessary for indemnification under applicable law and a written undertaking by or on behalf of the Person to repay such amount unless it ultimately shall be determined that he is entitled to be indemnified by the Association as authorized in this section. The written undertaking must be an unlimited general obligation of the Person but need not be secured. It may be accepted without reference to financial ability to make repayment.

Section 4.0604. Other Rights. The indemnification provided by these By-Laws shall not be deemed exclusive of any other rights to which a Person seeking indemnification may be entitled under any statute, agreement, vote of Owners or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a Person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a Person; provided, however, a provision for the Association to indemnify or to advance expenses to such Person, whether contained in the Articles of Incorporation, a resolution of owners or directors, an agreement, or otherwise, except in accordance with Section 4.0605. of this Article, is valid only to the extent it is consistent with applicable law, as limited by the Articles of Incorporation, as such limitation exists.

Section 4.0605. Insurance. The association may purchase and maintain insurance and/or another arrangement on behalf of any Person against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these By-Laws. If the insurance or other arrangement is with a person or entity that is not regularly engaged in the business of providing insurance coverage, the insurance or arrangement may provide for payment of a liability with respect to which the Association would not have the power to indemnify the person only if including coverage for the additional liability has been approved by the Board of Directors of the Association. Without limiting the power of the Association to procure or maintain any kind of insurance or other arrangement, the Association may, for the benefit of Persons indemnified by the Association, (1) create a trust fund; (2) establish any form of self insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (4) establish a letter of credit, guarantee, or surety arrangement. The insurance or other arrangement may be procured, maintained, or established within the Association or with any insurer or other person deemed appropriate by the Board of Directors regardless of whether all or part of the stock or other securities of the insurer or other persons are owned in whole or part by the Association. In the absence of fraud, the judgment of the Board of Directors as to the terms and conditions of the insurance or other arrangement in the identity of the insurer or other person participating in an arrangement shall be conclusive and the insurance or arrangement shall not be voidable and shall not subject the directors approving the insurance or arrangement to liability, on any grounds, regardless of whether directors participating in the approval are beneficiaries of the insurance or arrangement.

Section 4.0606. Appearance as a Witness or Otherwise. Notwithstanding any other provision of this Article, the Association may pay or reimburse expenses incurred by a director, officer, or other person in connection with appearance as a witness or other participation in a proceeding at a time when he is not a named defendant or respondent in the proceeding.

Section 4.0607. Report to Members. Any indemnification or advance of expenses in accordance with this Article shall be reported in writing to the members of the Association with or before the notice or waiver of notice of the next annual meeting or with or before the next submission to members of the Association of a consent to action without a meeting and, in any case, within the twelve (12) month period immediately following the date of the indemnification or advance.

ARTICLE FIVE

NOMINATION AND ELECTION OF DIRECTORS

Section 5.01. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting subject to procedural rules adopted by the Board. Such rules shall not be established so as to exclude any member desiring to be a candidate or desiring to submit the name of a candidate from so doing. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors three months prior to each annual meeting and shall make as many nominations for election to the Board as the number of vacancies to be filled. Such nominations must be made from among members of the association.

Section 5.02. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE SIX

MEETINGS OF DIRECTORS

Section 6.01. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.02. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, when a majority of the directors can attend.

Section 6.03. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE SEVEN

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.01. Powers. The Board of Directors shall have power to:

7.0101. adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

7.0102. suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice for a period not to exceed 60 days for infraction of published rules and regulations;

7.0103. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

7.0104. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) regular meetings of the Board of Directors in any one year;

7.0105. employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and,

7.0106. fix the amount of the annual assessments against each Lot at least fifteen (15) days in advance of each annual assessment period.

Section 7.02. Duties. It shall be the duty of the Board of Directors to:

7.0201. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

7.0202. supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

7.0203. as more fully provided in the Declaration, to:

(a) fix the amount of the annual assessments against each Lot at least fifteen (15) days in advance of each annual assessment period;

(b) send written notice of each assessment to every Owner subject thereto prior to the commencement of each annual assessment period; and,

(c) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or bring an action at law against the owner personally obligated to pay the same.

7.0204. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

7.0205. procure and maintain adequate liability and hazard insurance on property owned by the Association;

7.0206. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

7.0207. cause the Common Area to be maintained.

ARTICLE EIGHT

OFFICERS AND THEIR DUTIES

Section 8.01. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 8.02. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 8.03. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 8.04. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.05. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.06. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.07. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.04 of this Article.

Section 8.08. Duties. The duties of the officers are as follows:

President

8.0801. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes, and checks from such accounts as the Board may from time to time determine.

Vice-President

8.0802. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

8.0803. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; and shall perform such other duties as required by the Board.

Treasurer

8.0804. The Treasurer shall keep the corporate seal of the Association and affix it on all papers requiring said seal; keep appropriate current records showing the members of the Association together with their addresses; receive and deposit in appropriate bank accounts all monies of the Association and shall cause the disbursement of such funds as directed by resolution of the Board of Directors; shall cosign all promissory notes and checks from such accounts as the Board may determine; keep proper books of account; cause an annual review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall be the chief officer responsible for the compiling of the annual budget figures and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to its members.

ARTICLE NINE

COMMITTEES

The Association shall appoint an Architectural Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE TEN

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE ELEVEN

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of nine (9%) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE TWELVE

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Enchanted Lake Estates Home Owners Association, Inc.

ARTICLE THIRTEEN

AMENDMENTS

Section 13.01. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of two-thirds (2/3) of a quorum of members present in person or by proxy.

Section 13.02. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE FOURTEEN

MISCELLANEOUS

The fiscal year of the association shall be the calendar year.

IN WITNESS WHEREOF, we, being all of the Directors of the Enchanted Lake Estates Home Owners Association, Inc., have hereunto set our hands this [13th] day of [September], 1987.

[signed by all nine directors]

ARTICLE FIFTEEN

SEVERABILITY

In the event that any part or portion of these By-Laws shall be judicially determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not in any way affect the remaining portions of these By-Laws, but the same shall be divisible and the remainder shall continue in full force and effect.

[This document was recorded in Volume 5702, Page 145, Deed Records, Tarrant County, Texas, on August 27, 1974, amended and recorded on September 19, 1974, August 9, 1994 and October 24, 1995. Only the most recent amendments are shown in this packet. The complete document, with original paragraphs and plat(s) can be viewed in the Deed Records listed above.]

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS AMENDED

ENCHANTED LAKE ESTATES FIRST INSTALLMENT

WHEREAS, FARM AND HOME SAVINGS ASSOCIATION, a Missouri corporation authorized to do business in Texas, hereinafter referred to as "Declarant", is the owner of the following property situated in Tarrant County, Texas, described as follows, to wit:

All of **ENCHANTED LAKE ESTATES, FIRST INSTALLMENT** (Section One), an addition to the City of Arlington, Tarrant County, Texas, as shown upon the map or plat of record in Volume 388-55, Page 18, Plat Records, Tarrant County, Texas;

and,

WHEREAS, on the 27th day of August, 1974, Declarant filed a Declaration of Covenants, Conditions and Restrictions for Enchanted Lake Estates, Section one, recorded in Volume 5702, Page 145, Deed Records, Tarrant County, Texas, hereinafter called the "Declaration"; and,

WHEREAS, Declarant desires to amend said Declaration of Covenants, Conditions and Restrictions and revise the map or plat of said addition as shown by the revised plat attached hereto so as to orderly develop Enchanted Lake Estates with areas for single family residential use, common areas, multi-family residential use, including apartments and/or condominiums, and commercial areas in furtherance of its plan for development of Enchanted Lake Estates.

NOW, THEREFORE, said map and plat are hereby revised and said Declaration of Covenants, Conditions and Restrictions are hereby amended as follows:

1. **FARM AND HOME SAVINGS ASSOCIATION** is the owner of all of that tract of real property situated in Tarrant County, Texas, described by metes and bounds as shown on the attached revised plat designated **ENCHANTED LAKE ESTATES, FIRST INSTALLMENT (REVISED)**, which revised plat is adopted by Declarant as its plan for subdividing property as shown thereon.
2. **FARM AND HOME SAVINGS ASSOCIATION** declares that said real property specifically described on the attached plat designated **ENCHANTED LAKE ESTATES, FIRST INSTALLMENT (REVISED)**, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Enchanted Lake Estates (Section One), recorded in Volume 5702, Page 145, Deed Records, Tarrant County, Texas, as amended herein.

ARTICLE I.

DEFINITIONS

Section 1.01. “Association” shall mean and refer to Enchanted Lake Estates Home Owners Association, Inc., its successors and assigns.

Section 1.02. “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the Owners. At the time of this Declaration, the Common Area is that area shown on said plat attached hereto and described as follows, to wit:

Lots 8, 9, 10 and 11, Block A, and Lot 2, Block N **ENCHANTED LAKE
ESTATES FIRST INSTALLMENT (REVISED).**

Section 1.03. “Declarant” shall mean and refer to Farm and Home Savings Association, its successors and assigns, if such successors and assigns should acquire all of Farm and Home’s interest in the property.

Section 1.04. “Declaration” shall mean the covenants, conditions and restrictions and all other provisions set forth in this entire Document, as the same may from time to time be amended, together with any and all Section Declarations which may be recorded by Declarant, as said Section Declarations may be amended from time to time relating to all or part of Enchanted Lake Estates.

Section 1.05. “Properties” shall mean and refer to that certain real property herein described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.06. “Owner(s)” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot. The foregoing does not include any persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise in this Declaration, the term “Owner” shall not include a lessee or tenant. For the purpose of ARTICLE VIII only, unless the context clearly requires otherwise, the term “Owner” shall include the family, invitees, licensees, and lessees of any Owner, together with any other person or parties holding any possessory interest granted by such Owner in any Lot. The term “Owner” shall not include a Builder.

Section 1.07. “Builder” shall mean any builder, contractor, investor or other person or entity who purchases a Lot in Enchanted Lake Estates for the purpose of resale thereof to a Public Purchaser, or for the purpose of constructing improvements thereon for resale to a Public Purchaser.

Section 1.08. “Single Family Residence” shall refer to a structure containing one dwelling unit only and occupied by not more than one family.

Section 1.09. “Lot” shall mean any parcel or real property designated as a Lot on any recorded Subdivision Plat within Enchanted Lake Estates with the exception of the Common Area described in Exhibit “A”.

Section 1.10. “Public Purchaser” shall mean the first person or other legal entity other than the Declarant or a Builder who becomes an Owner of areas designated as “common areas.”

Section 1.11. “Subdivision Plat” shall mean a recorded plat covering any or all of the property referred to in this Declaration or annexed thereto.

Section 1.12. “Visible From Neighboring Property” shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

Section 1.13. "Board" shall refer to the Board of Directors of the Association.

Section 1.14. "Section Declarations" shall mean any Declaration of Covenants, Conditions and Restrictions hereafter recorded by Declarant relating to subsequent sections of Enchanted Lake Estates.

ARTICLE II.

PROPERTY RIGHTS

Section 2.01. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend an Owner's voting rights and the right to use the recreational facilities for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of this Declaration or the rules;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any governmental agency, authority, or public or private utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded.

Section 2.02. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of this Association, his right of enjoyment to the Common Area and facilities, to the members of his family, his tenants, or his guests or invitees.

ARTICLE III.

PROPERTY SUBJECT TO THE ENCHANTED LAKE ESTATES' RESTRICTIONS

Section 3.01. General Declaration Creating Enchanted Lake Estates. Declarant will develop Enchanted Lake Estates in sections, by subdivision into various Lots and Tracts. As each Section is developed, Declarant intends, with respect to particular property, to record one or more Section Declarations which will incorporate this Declaration therein by reference, and which may supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate for that property. Thereafter, Declarant intends to sell and convey to Builders and to Public Purchasers, Lots in the property so developed subject to both this Declaration and Section Declarations, if any, for that Section. Declarant hereby declares that all of the real property within Enchanted Lake Estates is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration and any recorded Section Declarations, as amended or modified from time to time. This Declaration and said Section Declarations are declared and agreed to be in furtherance of a general plan for the subdivision, improvements and sale of said real property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of said real property and every part thereof. All of this Declaration shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, all Builders and all Owners and their successors in interest.

Section 3.02. Staged Developments. Additional land without the area heretofore described may be annexed by the Declarant without the consent of members at any time within fifteen (15) years of the date of recording of this Declaration. Such annexed land may include but shall not necessarily be limited to, additional land for Single Family Residential Use, Common Area, Commercial Area and Multifamily Residential Use (including apartments and/or condominiums.)

ARTICLE IV.

THE ENCHANTED LAKE ESTATES HOME OWNERS ASSOCIATION

Section 4.01. Organization.

4.0101. The Association. The Association is a non-profit corporation organized and existing under the Texas Non-Profit Corporation Act, charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws, and this Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

4.0102. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such Officers as the Directors may elect or appoint, in accordance with the Articles and the By-Laws, as the same may be amended from time to time.

Section 4.02. Powers and Duties of the Association. The Association shall have such rights, powers and duties as set forth in the Articles and By-Laws, as the same may be amended from time to time.

Section 4.03. Rules. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations governing the use of any common area by any Owner, by the family of such Owner, or by any invitee, licensee or lessee of such Owner; provided, however, that such Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or By-Laws. A copy of such Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and may be recorded. Upon delivery, said Rules shall have the same force and effect as if they were set forth in and were part of the Declaration.

Section 4.04. Personal Liability. No Member of the Board of Directors or any Committee of the Association, or any officers of the association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, or any other representative or employee of the Association, or the Architectural Committee, or any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

ARTICLE V.

MEMBERSHIP AND VOTING RIGHTS

Section 5.01. Every Owner of a Lot which is subject to assessment and every Builder as defined in Section 1.07, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 5.02. The Association shall have three (3) classes of Membership:

Class A. Class A Members shall be all Owners with the exception of Class B Members and the Declarant. Class A Members 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 Members, and the vote for such Lot shall be exercised as they among themselves determine; PROVIDED, HOWEVER, that in no event shall more than one (1) vote be cast with respect to such Lot.

Class B. Class B Members shall be Builders. Class B Members 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 Members and the vote for such Lot shall be exercised as they among themselves determine; PROVIDED, HOWEVER, that in no event shall more than one (1) vote be cast with respect to such Lot. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

- (a) Sale of the Lot to a Public Purchaser; or,
- (b) 180 days after the date of the deed to such Lot from the Declarant to the Builder.

Class C. The Class C Member shall be the Declarant. The Class C Member shall be entitled to four (4) votes for each Lot owned. The Class C Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A Memberships equal the total votes outstanding in the Class C Membership; or,
- (b) On January 1, 1985.

ARTICLE VI.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.01. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within Enchanted Lake Estates, hereby covenants, and each Owner of any Lot and each Builder, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall, to the full extent permitted by law, be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 6.02. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in Enchanted Lake Estates and for the improvements and maintenance of the Common Area.

Section 6.03. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to a Public Purchaser, the maximum annual assessment shall be as follows for each Class as designated:

(a) Class A: Three Hundred and No/100 (\$300.00) Dollars.

(b) Class B: Twenty-five percent (25%) of the assessment levied on Class A Membership for each Lot owned until construction is commenced; thereafter, on the 1st day of the month following the commencement of construction, Seventy-five percent (75%) of the assessment levied on Class A.

(c) Class C: Twenty-five percent (25%) of the assessment levied on Class A Membership, for each unsold, platted Lot; PROVIDED, HOWEVER, that the Declarant shall always pay this percentage of annual assessment even after its voting powers revert to one vote per Lot.

(d) From and after January 1 of the year immediately following the conveyance of the first Lot to a Public Purchaser, the maximum annual assessment may be increased each year without a vote of the Members in an amount equal to one hundred fifty percent (150%) of the rise, if any, of the U.S. City Average Consumer Price Index (published by the U.S. Department of Labor, Washington, D.C.) for the preceding month of July.

(e) From and after January 1 of the year immediately following the conveyance of the first Lot to a Public Purchaser, the maximum annual assessment may be increased any amount without regard to the Consumer Price Index formula by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(f) The Board may fix the annual assessment in an amount not in excess of the maximum.

Section 6.04. Special Assessment for Capital Improvements. In addition to the annual assessments authorized in Section 6.03 above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6.05. Notice and Quorum for any Action Authorized Under Sections 6.03 and 6.04. Written notice of any meeting called for the purpose of taking any action authorized under Section 6.03(e) or 6.04 shall be sent to all Members not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) of all the votes of each Class of members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6.06. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots within each Class of Membership and may be collected on a monthly, quarterly, or annual basis as the Board may determine.

Section 6.07. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all recorded Lots within Section One on the first day of the month following the conveyance of the Common Area to the Association. As to each succeeding Section, the annual assessments provided for herein shall commence as to all recorded Lots within such Section on the first day of the month following the conveyance of the first Lot in such Section to a Public Purchaser. The first annual assessment shall be adjusted to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least fifteen (15) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner and Builder subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 6.08. Effect of Nonpayment of Assessment; Remedies of the Association. Each Owner and Builder shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and each agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner and member agrees to pay reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Builder, Owner or Member. In the event of a default in payment of any such assessment when due, the assessment shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or, without any limitation by the foregoing, by either or both of the following procedures:

6.0801. Enforcement by Suit: The Board may cause a suit at law to be commenced and maintained in the name of the Association against a Builder, Owner or Member to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of nine percent (9%) per annum, from the date of delinquency, court costs, and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Builder, Owner, or Member.

6.0802. Enforcement by Lien: There is, to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot within Enchanted Lake Estates to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots under these Restrictions, together with interest thereon at the rate of nine percent (9%) per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. At any time within ninety (90) days after the occurrence of any default in the payment of any such assessment, the Association, or any authorized representative, may but shall not be required to, make a written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or even without such a written demand being made, the Association may elect to file such a claim of lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- (a) The name of the delinquent Owner;
- (b) The legal description and street address of the lot against which claim of lien is made;
- (c) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorney's fees.

(d) That the claim of lien is made by the Association pursuant to the Enchanted Lake Estates Restrictions;

(e) That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon (1) recordation of a duly executed original or copy of such a claim of lien, and (2) mailing a copy thereof to said Owner, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such Assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessment on any Lot in favor of any municipal or other governmental assessing unit, and the liens which are hereinafter specifically described in Section 6.09. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a trust deed as set forth by the laws of the State of Texas, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. In the event such foreclosure is by action in court, reasonable attorney's fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner in Enchanted Lake Estates, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 6.09. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 6.10 Attachment of Lien to Proceeds of Sale and to Real Estate Commission. The lien created by any assessment provided for by these Covenants, Conditions & Restrictions shall attach to and affect the proceeds of any sale of the affected property as well as any real estate commission received by any broker or broker's agent receiving a commission for the sale of any property within the Association upon which a lien has been assessed if such real estate broker or broker's agent had knowledge of the existence of this Section 6.10. This Section shall not be exclusive, but shall be in addition to, any remedies against the lot purchaser and/or the member selling or transferring the lot. Actual knowledge may be inferred as to any real estate broker or broker's agent listing property for sale or participating in a transaction for sale of property located within Enchanted Lake Estates as such property is enumerated in Article III.

VII.

ARCHITECTURAL CONTROL

Section 7.01. Review by Committee. No structure, whether residence, accessory building, tennis court, swimming pool, fence, wall, lot drainage works, boat dock, boat house, exterior area lighting or other improvements shall be constructed or maintained upon any Lot, and no alteration to the exterior of a structure shall be undertaken unless complete plans, specifications and plot plans therefor showing the exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location of driveways and fencing shall have been submitted to and approved in writing by the Architectural Committee and a copy of such plans, specifications and plot plans as finally approved deposited with the Architectural Committee.

Section 7.02. Duties. The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the properties conform to and harmonize with the existing surroundings and structures.

Section 7.03. Procedures.

7.0301. The Architectural Committee shall approve or disapprove all plans and requests within thirty (30) days after receipt by the Committee. In the event the Architectural Committee fails to take any action within thirty (30) days after a request has been submitted, approval shall be presumed and this Article shall be deemed to have been fully complied with.

7.0302. The Architectural Committee shall maintain written records of all applications submitted to it and of all actions taken. Plans and specifications shall be retained by the Committee for at least one (1) year and other records and minutes of Committee actions shall be kept for at least four (4) years.

7.0303. A majority vote of the Architectural Committee shall be necessary for approval of any request.

Section 7.04. Members.

7.0401. The Architectural Committee shall consist of three (3) Members designated by the Declarant who shall serve until the first meeting of the Board of Directors following the first annual meeting of the Association.

7.0402. At the first meeting of the Board of Directors following the first annual meeting of the Association, the Board shall appoint three (3) persons who shall serve as the Architectural Committee.

7.0403. Any vacancy occurring on the Architectural Committee shall be filled by the Declarant or the Board, whichever then has the power to appoint Committee members.

Section 7.05. Liability of Committee. The Architectural Committee shall not be liable in damages to any person submitting a request for approval, or to any Owner or Builder by reason of any action, failure to act, approval or disapproval, or failure to approve or disapprove any such request.

VIII.

USE AND BUILDING RESTRICTIONS APPLICABLE TO ALL LOTS

Section 8.01. The following restrictions are imposed as a common scheme upon each lot designated for single family residential use for the benefit of each and every other lot and the common area. Lot 16, Block G, Lot 1, Block N, and all of Block M, **ENCHANTED LAKE ESTATES, FIRST INSTALLMENT (REVISED)** are not so designated and are not subject to the restrictions and covenants of this Article, all rights to restrict and designate the use thereof being reserved by Declarant.

8.010. Single Family Residential Use. Lots 1 through 7, both inclusive, and Lots 12 through 15, both inclusive, Block A; all lots in Block B; all lots in Block C; all lots in Block E; all lots in Block F; Lots 1 through 15, both inclusive, Block G, and lots 1 and 2, Block H, **ENCHANTED LAKE ESTATES, FIRST INSTALLMENT (REVISED)** shall be used, improved and devoted exclusively to single family residential use and no gainful occupation, profession, trade or other non-residential use shall be conducted on any such lot. Nothing herein shall be deemed to prevent the leasing of any such lot to a single family from time to time by the Owner thereof, subject to all of the provisions of the Declaration. No structure whatever shall be erected, placed or permitted to remain on any of said lots, except one detached single family residence, together with:

- (a) A private garage for not more than four (4) cars;
- (b) A guest house or servant quarters not to exceed 1200 square feet;

- (c) A detached utility building of not more than 100 square feet;
- (d) A boat dock of a design approved by the Architectural Committee;
- (e) An attached or detached boat house of a design approved by the Architectural Committee;

(f) The Declarant's sales office described in Section 8.0106 and presently located on Lot 1, Block A, **ENCHANTED LAKE ESTATES, FIRST INSTALLMENT (REVISED)**.

8.0102. Animals. No animals, fowl, or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any property within Enchanted Lake Estates, and then only if they are kept solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal shall be maintained so as to be visible from Neighboring Property. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house or yard pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein.

8.0103. Antennas. No antenna or other device for the transmission or reception of television or radio signals shall be erected, used or maintained outdoors on any Lot, which antenna or other device shall be visible from the street adjoining the front of said Lot, unless approved by the Architectural Committee.

8.0104. Utility Service. Other than the main transmission lines along the perimeter of the properties, no lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed, or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Committee. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Architectural Committee.

8.0105. Improvements and Alterations. No building, fence, wall, residence or other structure shall be commenced, erected, improved, or structurally altered, without the prior written approval of the Architectural Committee.

8.0106. Temporary Occupancy. No trailer, basement of any incomplete building, tent, shack or garage and no temporary buildings or structure of any kind shall be used at any time for a residence on any property within Enchanted Lake Estates. Temporary buildings or structures used during the construction of a dwelling on any such property shall be removed immediately after the completion of construction. PROVIDED, HOWEVER, that the Declarant shall have the continuing right to maintain a field sales office for so long as Declarant shall deem it necessary on any Lot of this Section one, and no Builder or Owner shall have standing to object to the maintenance or location of such office.

8.0107. Trailers and Motor Vehicles. No mobile home, trailer of any kind, truck, camper, boat, or permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any property or street (public or private) within Enchanted Lake Estates in such a manner as will be visible from Neighboring Property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, Declarant's Sales Office, or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Committee.

8.0108. Maintenance of Lawns and Plantings.

(a) By Owner. Each Owner of a Lot within Enchanted Lake Estates shall keep all shrubs, trees, grass and plantings of every kind on his property, including set back areas, planted areas between adjacent sidewalks and the street curb, if any, and any other area located between the boundary line of his property and the street or other property (public or private) on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material; provided, however, that such owner shall not be responsible for maintenance of any Area for which Declarant or the Association has assumed the responsibility. In the event any dwelling remains vacant for a period of forty-five (45) days, Declarant or the Association or its authorized agents shall have the right at any reasonable time to enter upon any such Lot of Owner to plant, replace, maintain, and cultivate trees, shrubs, grass or other plantings located thereon at the Owner's cost.

(b) By Declarant or the Association. Declarant or the Association shall have the right, at any time, to plant, replace, maintain, and cultivate shrubs, trees, grass and plantings on any property within Enchanted Lake Estates other than on a Lot, and on such easements over an Owner's Lot as may have been granted to Declarant or the Association, regardless of whether any Owner or the Association is responsible hereunder for the maintenance of such areas. No Owner shall remove, alter, injure or interfere in any way with any shrubs, trees, grass or plantings placed upon any such property by Declarant or the Association without the written consent of the Association having first been obtained. The Association or its authorized agents shall have the right to enter upon any property within such other areas, at any reasonable time, for the purpose of planting, replacing, maintaining, or cultivating such shrubs, trees, grass or plantings, and shall not be liable for trespass for so doing.

8.0109. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within Enchanted Lake Estates, and no odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such Lot so as to be offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. The Board in its sole discretion shall have the right to determine the existence of any such nuisance, and for the purposes of this Declaration, such determination shall be conclusive.

8.0110. Repair of Buildings. No building or structure upon any Lot within Enchanted Lake Estates shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

8.0111. Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within Enchanted Lake Estates except in covered containers of a standard type. In no event shall such containers be maintained so as to be visible from Neighboring Property except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. The Board shall have the right, in its sole discretion, to require all Owners to subscribe to a specific location for trash service. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot.

8.0112. Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within Enchanted Lake Estates unless they are erected, placed and maintained exclusively within an area not visible from Neighboring Property.

8.0113. Encroachments. No tree, shrub, or planting of any kind on any Lot devoted to Single Family Residential Use within Enchanted Lake Estates shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet, without the prior approval of the Architectural Committee.

8.0114. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot within Enchanted Lake Estates except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a residence, appurtenant structures, or other improvements, and except that which Declarant or the Association may require for the operation and maintenance of the Common Area.

8.0115. Restriction on Further Subdivision. No lot designated for single family residential use within Enchanted Lake Estates shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any such lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner without the prior written approval of the Board. This provision shall not, in any way, limit Declarant from subdividing or separating into smaller lots or parcels any property owned by Declarant. No portion of any lot designated for single family residential use less than the entire lot, together with the improvements thereon, may be rented, and then only to a single family.

8.0116. Signs. No sign of any kind shall be displayed to the public view on any Lot except:

- (a) one professional sign of not more than one (1) square foot;
- (b) one sign of not more than five (5) square feet, advertising the property for sale or rent;
- (c) signs used by a builder to advertise the property during the construction and sales period;
- (d) signs of such shape, size and location as the Declarant deems necessary for security control and to advertise the project.

8.0117. Building Materials.

a. Exterior Walls. Not less than seventy five percent (75%) of the exterior wall area of the first floor of all dwellings shall be of masonry construction; provided, however, that the masonry requirements may be modified by the Architectural Committee if it determines that a specific design submitted to it for approval would warrant less, and would have no adverse effect on other Lots.

b. Composition Shingles. All roofing materials other than those constructed of wood, tile, aluminum, Decrabond or Corona material shall require approval by the Architectural Committee. Composition shingles, whether asphalt, fiberglass, organic or other based shall not be approved by the Architectural Committee unless they meet the following minimum requirements:

- i.) Be of a Laminated Architectural Grade;
- ii.) Have a weight equal to 310 pounds per one hundred (100) square feet (310#/square);
- iii.) Have a manufacturer's warranty extending for a period of not less than forty (40) years; and
- iv.) Be of a color of medium to dark gray with high definition shading which most closely resembles weathered wood or slate, or such other color as may be approved by the Architectural Committee.

The complete removal of the existing roof shall be required in all instances in which composition shingles are to be installed over any existing roofing, including other composition roofing materials. The burden of proving that the material used complies with the requirements of this section remains at all times upon the Owner.

c. Existing Roofing Variances. All roofing installed upon any structure in Enchanted Lake Estates prior to January 1, 1995, whether or not previously approved by the Architectural Committee, is hereby granted a variance from the prior restrictions of 8.0117. The current use of any roofing materials, except those specifically approved by the Deed Restrictions and/or by the Architectural Committee, which fail to meet the requirements for

composition shingles as set forth herein must be replaced with building materials which are approved in the Deed Restrictions or approved by the Architectural Committee in conformance with this Section should any repair or replacement of such material be necessitated through hail, wind, fire, storm or any other cause.

d. Effect of Non-Compliance. Each owner, lot holder and/or builder who fails to comply with this Section and all subdivisions hereof, covenants and agrees that failure to comply with this Section of the Declaration of Covenants, Conditions & Restrictions would create a nuisance and a damage to the Association and to all members of the Association and/or all other lot owners. As such, each owner, lot owner and/or builder shall be deemed to covenant and agree that failure to comply with this Section, or any subdivision hereof, regarding building materials will result in a special assessment in the sum of \$10,000 representing the liquidated damages suffered by the Association as a result of noncompliance with this Section and/or any subdivisions hereof. This special assessment shall be in the nature of liquidated damages and shall not be construed as a penalty. Each owner, lot holder and/or builder shall be deemed to covenant and agree that this assessment shall not be in violation of Section 6.06 of Article VI of the Covenants, Conditions & Restrictions and covenants and agrees that all of the remedies, including enforcement by suit, enforcement by lien and enforcement upon conveyance of the property, in accordance with Sections 6.08, 6.0801, 6.0802, and 6.09 of Article VI shall be applicable to this special assessment which shall be levied solely against, but shall run with, all properties failing to comply with the before mentioned sections.

8.0118. Security Systems. All residences constructed in Enchanted Lake Estates shall be equipped with an approved burglar alarm system which shall include exterior warning devices such as flashing lights, or bells, or a siren.

8.0119. Boat Docks. All boat docks built on any Lot in Enchanted Lake Estates shall be of a uniform nature and shall be approved prior to construction by the Architectural Committee.

8.0120: Dwelling Size: The main living area of each single family residence structure built in **ENCHANTED LAKE ESTATES, FIRST INSTALLMENT (REVISED)**, exclusive of open porches, garages or carports, shall conform to the following minimum requirements:

| | | | | |
|-----|--------------------|---------|----|------------------|
| (a) | Lots 1 through 7 | Block A | -- | 2300 square feet |
| (b) | Lots 12 through 15 | Block A | -- | 2400 square feet |
| (c) | Lots 1 through 4 | Block B | -- | 2300 square feet |
| (d) | Lots 9 through 17 | Block B | -- | 2300 square feet |
| (e) | Lots 5 through 8 | Block B | -- | 2200 square feet |
| (f) | Lots 1 through 3 | Block A | -- | 2200 square feet |
| (g) | Lots 4 through 7 | Block C | -- | 2300 square feet |
| (h) | Lots 1 through 12 | Block E | -- | 2100 square feet |
| (i) | Lots 1 through 11 | Block F | -- | 1900 square feet |
| (j) | Lots 12 through 23 | Block F | -- | 2000 square feet |
| (k) | Lots 1 through 15 | Block G | -- | 1900 square feet |
| (l) | Lots 1 through 2 | Block H | -- | 2000 square feet |

8.0121. Building Location.

(a) No building shall be located nearer to any street right-of-way line than the minimum set back line shown on the recorded plat of Enchanted Lake Estates, Section One.

(b) No building shall be located nearer to any interior side Lot line than five (5) feet. All such side yards shall comply with the minimum requirements of the zoning ordinance of the City of Arlington.

8.0122. Easements. Easements are reserved as shown upon the recorded plat of Enchanted Lake Estates, Section One.

ARTICLE IX.

PERMITTED USES AND RESTRICTIONS OF COMMON AREA

Section 9.01. Maintenance by Association. The Board of the Association may, at any time, as to any Common Area owned, leased or otherwise controlled by it, take the following actions without any approval of the Owners being required:

9.0101. Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area) in accordance with (a) the last plans thereof approved by the Board of Directors, (b) the original plans for the improvement, or (c) if neither of the foregoing is applicable and if such improvement was previously in existence, then in accordance with the original design, finish or standard of construction of such improvement as same existed.

9.0102. Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of such area used as a road, street, walk, driveway, parking area, and waterfront facilities.

9.0103. Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes; and,

9.0104. Place and maintain upon any such area such signs as the Board of Directors may deem appropriate for the proper identification, use and regulation thereof.

9.0105. Do all such other and further acts which the Board of Directors deems necessary to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in this Declaration.

9.0106. The Board shall be the sole judge as to the appropriate maintenance of all grounds within the Common Area.

Section 9.02. Damage or Destruction of Common Area by Owners. In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good, workmanlike manner in conformance with the original plans and specifications for the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The cost for such repairs shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

ARTICLE X

GENERAL PROVISIONS

SECTION 10.01. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and any subsequently recorded Section Declarations. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall such failure be deemed a waiver of the right of the Association, or any Owner, to the right to enforce any other covenant or restriction contained herein.

Section 10.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 10.03. Amendment.

10.0301. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided.

10.0302. This Declaration may be amended during the first thirty (30) year period by recording an instrument signed by not less than seventy-five percent (75%) of the then Lot Owners.

10.0303. The Declaration may be amended at the end of each succeeding ten (10) year period by an instrument signed by not less than seventy-five percent (75%) of the then Lot Owners.

10.0304. No amendment shall be effective until it is recorded in the Deed Records of Tarrant County, Texas.

Section 10.04. Annexation. After fifteen (15) years from the date of recording this Declaration, additional residential property (both single family and multiple family, including apartments and condominiums), Commercial Property and Common Area, may be annexed to Enchanted Lake Estates with the consent of two-thirds (2/3) of each class of Members.

Section 10.05. Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a Nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, the Association or any Owner or Owners of Lots within Enchanted Lake Estates. However, any other provision to the contrary notwithstanding, only Declarant, the Association, the Board of Directors, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of these Restrictions.

Section 10.06. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within Enchanted Lake Estates is hereby declared to be a violation of these Restrictions and subject to any or all of the enforcement procedures set forth in said Restrictions.

Section 10.07. Remedies Cumulative. Each remedy provided by these Restrictions is cumulative and not exclusive.

Section 10.08. Delivery of Notices and Documents. Any written notice or other documents relating to or required by these Restrictions may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows:

(a) If to the Association, to P.O. Box 171403, Arlington, Texas 76003, or to such address as the Association may from time to time indicate in a written notice delivered to the Owners.

(b) If to the Architectural Committee, to P.O. Box 171403, Arlington, Texas 76003, or to such address as the Association may from time to time indicate in a written notice delivered to the Owners.

(c) If to an Owner, to the address of any Lot within Enchanted Lake Estates, owned, in whole or in part, by him or to any other address last furnished by an Owner to the Association.

(d) If to Declarant, at Nevada, Missouri.

Provided, however, that any such address may be changed at any time by the party concerned by furnishing a written notice of change of address to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

Section 10.10. The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 26 day of AUGUST, 1974.

FARM AND HOME SAVINGS ASSOCIATION

ATTEST:

By: /s/ KURT OTTE

ASSISTANT SECRETARY

/s/ ROY E. BRAZIL

ASSISTANT SECRETARY

[Notary Public certified signatures on Aug 26, 1974]

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