

**DECLARATION OF AMENDED COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR THE ARBORS OF CREEKWOOD,  
AN ADDITION TO THE CITY OF MANSFIELD  
TARRANT COUNTY, TEXAS**

STATE OF TEXAS  
COUNTY OF TARRANT

This Declaration is made this January 8, 2009,, amending the Covenants and Restrictions dated November 20, 2006 under Instrument #D206365803, and filed with the County Clerk of Tarrant County, Texas by the Arbors of Creekwood Homeowners Association (hereinafter identified as the AOC HOA) for Phases I, II, III, IV, VI, VII, IX, X, and XI according to the Plat Records of Tarrant County, Texas as noted below. The members of the AOC HOA herewith agree to this revision of the Covenants and Restrictions.

The Declaration recorded on November 20, 2006 was a Verbatim Restatement of the Declaration of the Amended Covenants, Conditions, and Restrictions for the AOC HOA recorded on August 31, 2004 under Instrument #D204271466 of Deed Records of Tarrant County and was made solely to reduce the inconvenience to title examiners, purchasers of property in the addition, and the AOC HOA created by the attachments of each signed ballot to the Declaration of Amended Covenants, Conditions, and Restrictions attached to the August 31, 2004 filing.

<u>PHASE</u>	<u>PLAT RECORDED IN</u>
One (1)	Volume 388-208 page 10
Two (2)	Cabinet A Slide 1448
Three (3)	Cabinet A Slide 1446
Four (4)	Cabinet A Slide 1485
Six (6)	Cabinet A Slide 1725
Seven (7)	Cabinet A Slide 2343
Nine (9)	Cabinet A Slide 2820
Ten (10)	Cabinet A Slide 3058
Eleven (11)	Cabinet A Slide 3770

The owners of legal title to 51% of the lots in the Arbors of Creekwood in the phases noted above do hereby place the following restrictions on said property to run with the land and shall be binding on any subsequent owners of the lots, their heirs, executors, administrators, successors, or assigns. The signatures of the owners requesting these amendments appear in Exhibit "A", listing owners of legal title to lots in the addition who have the right to submit these amendments.

1. In Phase I, II, III, and IV, the living area of the main structure, exclusive of open porches and garages, shall not be less than 2,000 square feet except as noted below, the living area of the main structure shall not be less than the square footage that follows:

Phases I, II, III, IV

Block 5, Lot 79	2,350 minimum square feet
Block 7, Lots 1-8, Lots 18-29	2,350 minimum square feet
Block 8, Lots 28-38	2,350 minimum square feet
Block 6, Lots 1-9	2,500 minimum square feet
Block 7, Lots 9-17	2,500 minimum square feet
Block 5, Lots 72-78	2,600 minimum square feet

In Phase VI the living area of the main structure, exclusive of open porches and garages shall not be less than 2,350 square feet.

In Phases VII, IX, X, and XI, the living area of the main structure, exclusive of open porches and garages shall not be less than 2,350 square feet.

Only one detached single-family dwelling not to exceed two stories in height. In Phases II, III, VII, IX, X, and XI, private garage attached or detached for not more than four (4) cars, two (2) car minimum, no front entry garages. In Phase I, private garage attached or detached for not more than four (4) cars, two (2) car minimum. In Phase VI, private garage attached or detached for not more than three (3) cars, two (2) car minimum.

2. All houses and structures permitted shall be completed within twelve (12) months, once construction is started.

3. As of the execution date of this document, the exterior wall of each house shall be at least seventy-five percent (75%) masonry, stone, or brick construction. All two (2) story homes shall be one hundred percent (100%) masonry, stone, or brick ground floor. All exterior fireplaces must be one hundred percent (100%) masonry, stone, or brick construction, including chimney.

4. All mailboxes shall be brick, masonry, or stone construction.

5. Only 30-year or greater, dimensional, laminate, or architectural shingles may be used for any home and shed. Three tab style shingles shall never be approved for use. Allowable shingles are Elk Prestique, GAF Timberline, Tamco Heritage 30, Owens Corning Oakridge, or Owens Corning Duration. Other shingles may be used only with approval of the Architectural Control Committee.

6. Boundary fences shall be of masonry construction, wrought iron, hedge or substantially constructed wood fences. Other materials may be submitted for consideration, but must be approved by the Architectural Committee prior to installation. Fences shall not be more than 8 feet in height unless approved by the Architectural Committee. Missing boards on wood fences must be replaced within 14 days of receiving notice from the AOC HOA. Any fence leaning more than 10 degrees from perpendicular must be repaired, replaced, or removed within 60 days of receiving notice from the AOC HOA except rear fences with brick columns and shadow board wood slats on Arbors Drive which must be repaired or replaced to match existing fence. Leaning fences may be temporarily repaired with braces, which shall only be used on the inside of the fence on the owner's property. No braces may be used on the outside of a fence or on the public right of way. "Temporary" shall be for a period not to exceed six (6) months from the date of notice from the AOC HOA. The rear fences on Arbors Drive must be stained to match existing fences, and no gates shall be permitted on the rear fences on Arbors Drive.

7. Fences on Arbors Drive shall be of brick columns and substantial wood construction. Any changes to such fences must be approved by the Architectural Committee to ensure that design and integrity of the subdivision is maintained.

**8.** As of the execution date of this document, no recreational vehicles, All Terrain Vehicles, trailers, campers, boats, or personal watercraft (jet skis) shall be stored in the open, as to be seen from the street, on any residential lot, nor shall they be partially stored in any garage or carport if they extend so that the garage door cannot be closed or if in a carport that they extend beyond the roof line as to be seen from the street. However, boat and recreational vehicle owners, over a weekend or while actually on vacation may store boat or recreational vehicle on his property for not more than three (3) days. A trailer or recreational vehicle owned by a non-resident who is visiting a resident may be stored for not longer than seven (7) days in a 30-day time period. However, a request for extension of the above time limits may be made to the Board of Directors.

**9.** No radio, or TV antennas, aerial wires, chimneys, flag poles, etc. shall be erected or maintained on any residential lot that extends higher than ten feet above the roof of the house on said lot. No TV antenna, excluding a satellite dish, shall be mounted outside the house such that it can be seen from any street.

**10.** No clothesline, suitable for the drying of clothing, shall be permitted if it can be seen from the street.

**11.** Side Line and Front Line Set-Back Restrictions- No dwelling shall be located on any lot nearer to the front line of lot nor nearer to the sideline than the minimum setback line shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front line or nearer than five (5) feet to any side lot line, except those lots being on corners, in which event, no structure shall be nearer to the side street than fifteen (15) feet. For the purpose of these covenants, eaves and steps shall not be considered as a part of the building provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach another lot.

**12.** No new driveways to be allowed to enter off Arbors Drive in Phases I and VI as of the execution date of this document.

**13.** All front yards must be hydro or sodded solid with appropriate lawn grass and shrubbery within forty-five (45) days of completion of each house.

**14.** No air conditioning apparatus shall be installed on the ground in front of a dwelling house nor shall be attached to any front wall or window of a dwelling house. No evaporative cooler shall be installed on the front wall or window of a dwelling house.

**15.** Trucks with tonnage in excess of one ton or any open work truck with commercial equipment stored or installed thereon shall not be permitted to park overnight on the streets, driveways, or otherwise within this Addition, except those as utilized by a builder during the construction of a dwelling, or a contractor/homeowner actually performing work on a lot, building, or dwelling while the work is in progress.

**16.** No automobile or truck may be parked or stored on blocks or supports of any kind, overnight or on streets, driveways, or otherwise so as to be seen from the street or with a flat tire or tires for more than two (2) days.

**17.** No animals of any kind shall be raised, bred, or kept for commercial purposes. Household pets may be kept on any lot when a residence is constructed and occupied there on. No more than a total of three (3) household pets may be permanently kept outdoors at any residence. Household pet is defined as a domestic animal or pet commonly kept as a pet, which can be purchased in the average local pet store.

**18.** As of the execution date of this document, all sheds, except greenhouses, shall correspond in style and architecture to the residence to which it is pertained and shall be of the same materials, both walls and roof, of such residence if it can be seen from the street. Plans for all such construction must be submitted in accordance with Paragraph 19 below.

**19.** No building, outbuilding, or carport shall be created, placed, or altered on any lot until the construction plans, specifications and plot plan showing the location of the structure, shall have been approved by the Architectural Control Committee as to quality of construction and to the location with respect to topography and finished grade elevation. Plans not requiring a City permit may be sketches with a material list prepared by the property owner, but the Architectural Control Committee must approve such sketches and list.

On all lots which contain or are adjacent to easements for the boundary and entrance wall and fence on Cannon Drive and Arbors Drive, in particular addresses 1 through 6 Waterwood Court and 1100 through 1114 Brook Arbor Drive, the following landscaping requirements shall be followed:

a. Any plants in such easements or within three (3) feet of such easement shall have non-invasive root systems to prevent damage to the brick wall, brick columns, or wood fence.

b. Trees shall be planted far enough away from the brick wall or wood fence so that the roots do not cause damage to the wall or fence.

c. Shrub and tree branches shall be kept trimmed so that they do not damage the brick wall, brick columns, or wood fence.

d. Climbing vines or plants adjacent to the brick wall or wood fence are prohibited.

e. Adequate drainage shall be maintained to prevent water accumulation at the base of the brick wall, brick columns, or wood fence.

f. Any shrub, plant, or hedge adjacent to the wall, brick columns, or wood fence shall be trimmed so that the top of any such are no higher than the height of the wall or fence.

g. If damage occurs to the brick wall, brick columns, or wood fence due to failure to adhere to above requirements, that homeowner will be held liable for the repairs.

**21.** The Architectural Control Committee's approval or disapproval as required by this Covenant shall be in writing and signed by two (2) members of the Committee. In the event the Architectural Committee fails to approve or disapprove plans within thirty (30) days after submission, then the individual who submitted such plan shall be entitled to proceed with the construction.

**22.** The Architectural Control Committee shall be composed of three (3) members in good standing and is appointed by the AOC HOA Board of Directors. The members shall elect a Chairperson in accordance with the provisions of the AOC HOA Bylaws. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

**23.** Every owner of property within Phases I, II, III, IV, VII IX, X, and XI shall have the following responsibilities, which will be administered by the AOC HOA in accordance with its Bylaws. Maintenance of certain areas within the subdivision, including, but not limited to the landscape islands and entrance to the subdivision, the "Guard Shack" on Arbors Drive, the brick wall on Cannon and

Arbors Drive, and the wood fence extending from the end of the brick wall to Waterwood Drive on the west side of Arbors Drive and from the end of the brick wall to Waterwood Court on the east side of Arbors Drive, considered collectively as the entrance of the subdivision. This responsibility is addressed with wording that varies from Phase to Phase in the original Covenant and Deed Restrictions, the citation for carrying out this responsibility in the Covenant for Phases VI, VII, IX, X, and XI appears at:

Phase VI	Paragraph 21 dated August 8, 1994
Phase VII	Paragraph 19 dated January 3, 1996
Phase IX	Paragraph 19 dated June 1, 1996
Phase X	Paragraph 19 dated November 1, 1996
Phase XI	Paragraph 19 dated January 1, 1998

The AOC HOA was established May 31, 1996 to carry out the maintenance, landscaping, and other duties required as noted above. In order to find these responsibilities, the AOC HOA will establish and collect a yearly assessment and other special assessments approved by the membership as provided in the current Bylaws of the AOC HOA, Inc. The payment of these assessments shall be mandatory for each owner or real property, improved or vacant, within Phases I, II, III, IV, VI, VII, IX, X, and XI. The assessments shall be due and payable no later than thirty (30) days after mailing of assessment notices. Unpaid assessments shall accrue interest at the rate of 5% per annum. In the event that legal action is required to be taken for collection of overdue assessments, the AOC HOA shall also request legal fees and court costs. Such assessment together with interest and cost of collection thereof shall also be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made.

The lien of any assessment provided for herein shall be subordinate and inferior to any first mortgage or deed of trust previously or later placed upon any lots subject to assessments, provided, however, that the subordination shall apply only to the assessments which have become due and payable prior to the sale, whether public or private, of such property. A sale shall not relieve any lot or property from liability for the amount of any assessments becoming due nor from the lien of any subsequent assessment.

If any assessment remains unpaid for more than 30 days after the date it is due, the AOC HOA may file a notice of lien in the Real Property Records of Tarrant County, Texas. Any unpaid assessment lien may be enforced by judicial foreclosure or by non-judicial foreclosure in the manner prescribed by the provisions of the Texas Property Code concerning sale of real property under contract lien.

**24.** These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

**25.** Amendments- At any time a majority of the owners of the legal title of the lots within the Addition (as shown by the records of Tarrant County, Texas) may amend the covenants, conditions, and restrictions as set forth herein by filing an instrument containing such amendment(s) in the office of the County Clerk of Tarrant County, Texas

**26.** The AOC HOA and any homeowner shall have the right to enforce, by any proceeding at law in equity, all restrictions, conditions, and covenants imposed by this Declaration, against any person or persons violating or attempting to violate any of the covenant either to restrain the violation or to recover damages. However, in the interest of peace and harmony among all homeowners, any such homeowner must first notify the AOC HOA prior to any right of enforcement.

**27.** Before proceeding with any legal action as authorized in section 26 above, the following steps shall be taken to give fair notice to any person or persons violating or attempting to violate any of these covenants or restrictions. A homeowner acting individually must as part of the required notification in section 25, provide the AOC HOA with a copy of each notice required in this section.

a A first notification shall be mailed to the owner of the property giving notice of the specifics of the violation of these covenants, including the section number. The letter shall be in the form of a request that appropriate action be taken to correct the violation and that the property owner respond to the writer of the notice within fourteen (14) calendar days. If the first notification is from the AOC HOA, the property owner shall have the right to contact the AOC HOA Board of Directors to discuss the situation and make arrangements for a resolution. If the notification is from another homeowner, that homeowner, at each step required by this section, shall send a copy of any response to the AOC HOA.

b If after fourteen (14) calendar days, the property owner has not responded, a second notification shall be sent to the property owner requesting that contact be made with the AOC HOA or the person sending the notice, or that the violation be corrected within fourteen (14) calendar days.

c If after fourteen (14) calendar days there is no response, a third notification shall be sent by Certified Mail, Return Receipt Requested. This notice shall clearly state that failure to respond or correct the violation may leave no alternative but legal action. This notice shall contain the statement that in accordance with the Texas Property Code, Title 2, Chapter 5, Subchapter A, Section 5.006, Attorney's Fees in Breach of Restrictive Covenants Actions

(a) "In any action based on breach of a restrictive covenant pertaining to real property, the court shall allow to a prevailing party who asserted the action reasonable attorney's fees in addition to the party's costs and claim."

d. If the matter has not been resolved after the third notification, the Board of Directors shall have the authority to determine the action to be taken. Any further communication will be based on the advice of counsel.

e. The fourteen (14) day periods shall start on the date of the postmark on each notice.

**28.** Invalidation of any of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**29.** Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement, whether with respect to the violation in question or any other violation. All waivers must be in writing and signed by the President of the AOC HOA.

Executed this January 8, 2009, with the signatures of the required number of owners of legal title as noted on page one (1) of these amendments, based on the date of the last signature(s) obtained for approval for these amendments.

The Arbors of Creekwood Homeowners Association as representative:

By: \_\_\_\_\_  
Linda Bruskie, President

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_, 2007, by Linda Bruskie, President, Arbors of Creekwood Homeowners Association Inc.

Subscribed and sworn to before me this \_\_\_\_\_, 2007.