

**Documents For  
Glenwyck  
Farms  
Homeowners'  
Association, Inc.**

# **Articles of Incorporation**

APR 11 2000

---

ARTICLES OF INCORPORATION  
OF  
GLENWYCK FARMS HOMEOWNERS' ASSOCIATION, INC.  
(A Non-Profit Corporation)

---

corporation Section

ARTICLE ONE

The name of the Corporation is GLENWYCK FARMS HOMEOWNERS' ASSOCIATION, INC.

ARTICLE TWO

The Corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The Corporation is organized exclusively for charitable, religious, educational, or scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, including, but not limited to, managing and maintaining the common areas of Glenwyck Farms, an addition to the Town of Westlake, Tarrant County, Texas, according to the plat thereof recorded in the Plat Records of Tarrant County, Texas, for the benefit of the Owners, administering the affairs of the residential development established by the Declaration, and being treated as a homeowner's association within the meaning of the Internal Revenue Code, and doing all other things necessary and proper to accomplish any and all of the purposes and to exercise such of the general powers of a nonprofit corporation.

necessary and proper to accomplish any and all of the purposes and to exercise such of the general powers of a nonprofit corporation.

#### **ARTICLE FIVE**

The street address of its initial Registered Office, and the name of its initial Registered Agent at this address, is as follows:

Glenwyck Farms I Corp.  
16250 Dallas Parkway, Suite 210  
Dallas, Texas 75248

#### **ARTICLE SIX**

The number of initial Directors is three. The names and addresses of the initial directors are:

Dale Clark  
16250 Dallas Parkway, Suite 210  
Dallas, Texas 75248

Richard Dotter  
16250 Dallas Parkway, Suite 210  
Dallas, Texas 75248

James A. Russell  
16250 Dallas Parkway, Suite 210  
Dallas, Texas 75248

#### **ARTICLE SEVEN**

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Four hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

#### **ARTICLE EIGHT**

Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue

## ARTICLE NINE

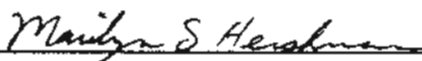
Upon the Dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal Tax Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization(s), as said Court shall determine, which are organized and operated for such purposes.

## ARTICLE TEN

The name and address of the Incorporator is:

Marilyn S. Hershman  
408 W. 17th Street, Suite 101  
Austin, Texas 78701-1207  
(512) 474-2002

IN WITNESS WHEREOF: I have hereunto set my hand this 10th day of April, 2000.

  
Marilyn S. Hershman, Incorporator

# Bylaws

**GLENWYCK FARMS HOMEOWNERS ASSOCIATION, INC.**

**UNANIMOUS WRITTEN CONSENT OF DIRECTORS  
IN LIEU OF MEETING**

**February 22, 2010**

**---oOo---**

Pursuant to the provisions of Section 6.201 of the Texas Business Organizations Code, the undersigned, being all the members of the Board of Directors of Glenwyck Farms Homeowners Association, Inc., a Texas corporation (the "Company"), do hereby waive notice of a meeting and unanimously consent to the taking of the following action by the Board of Directors of the Company upon the written consent of all the Directors thereof, such written consent to be (i) evidence of the actions agreed upon by all the members of the Board of Directors of the Company to have been taken as of the day and year first written above, and (ii) filed by the Secretary of the Company with the minutes of the meetings of the Board of Directors of the Company, to-wit:

**Increase in Number of Members of Board Of Directors:**

RESOLVED, that pursuant to Article IV, Section 4.01 of the By-Laws of Glenwyck Farms Homeowners Association, Inc. (the "By-Laws"), the number of Directors of the Board of Directors of the Company shall be increased from three to four. The first term for such Director position will expire on March 31, 2012, and subsequent terms will expire on March 31 of each even year thereafter.

**Appointment of New Director:**

RESOLVED, that pursuant to Article IV, Section 4.2 of the By-Laws, David Lavitan is appointed as a member of the Board of Directors of the Company.

**Officership Appointment:**

RESOLVED, that pursuant to Article IV, Section 6.06 of the By-Laws, David Lavitan is appointed as Secretary of the Board of Directors of the Company.

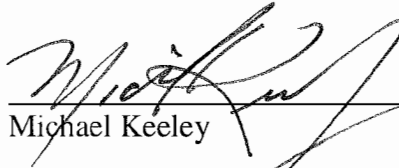
### **Vacant Directorship Position**

RESOLVED, that pursuant to Article IV, Section 4.2 of the By-Laws, Randall Scroggins is appointed as a member of the Board of Directors of the Company to fill the Vacant Director A Position. The term of this appointment shall expire on May 31, 2010. An election to fill such position will be held at the 2010 Annual Meeting in May.

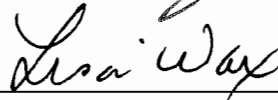
In attestation of the accuracy of the foregoing, and of their approval of the action taken as described therein, and as evidence of their waiver of notice to the taking of such action by written consent, the undersigned, being all the members of the Board of Directors of the Company, have hereunto subscribed their hands to the same extent and for all purposes as if taken at a regularly scheduled meeting of the Board of Directors.



\_\_\_\_\_  
Randall Scroggins



\_\_\_\_\_  
Michael Keeley



\_\_\_\_\_  
Lisa Wax



**BYLAWS  
OF  
GLENWYCK FARMS HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I  
DEFINITIONS**

As used herein, the term "Member" shall mean an Owner, the term "Declaration" shall mean that certain Declaration of Covenants and Restrictions (together with any and all amendments thereto), dated as of April 19, 2000, executed by Glenwyck Farms, Ltd., a Texas limited partnership, and relating to land located in Tarrant County, Texas, more particularly described therein, and the terms "Owner", "Association", "Builder", "Developer", "Development" and "Lot" shall have the meanings set forth in the Declaration.

**ARTICLE II  
MEMBERS**

**Section 2.01 Membership.** Each individual and legal entity now or hereafter becoming an Owner automatically shall be a Member of the Association. Membership may not be severed from the Lot nor may it be in any way transferred, pledged, mortgaged, or alienated except upon the sale or assignment of the Owner's interest in all or any part of the Lot and then only to the purchaser or assignee as the new Owner thereof. Any transfer of the fee title to a lot, tract or parcel of real estate out of or a part of the Lot shall automatically operate to transfer membership to the new Owner thereof, and the Association shall have the right to record the transfer on its books and records.

**Section 2.02 Certificates of Membership.** The Association may issue to each Member certificates, cards or other instruments evidencing membership rights. Such documents, if issued, may be in such form or forms as the Board of Directors may approve, and shall be signed by the president or secretary of the Association. If issued, a record of such issuance shall be maintained.

**Section 2.03 Transfer of Membership.** Membership shall be nontransferable, and, upon ceasing to own a Lot, a Member shall cease to be a Member.

**Section 2.04 Suspension of Membership Rights.** The membership rights of a Member, including, without limitation, voting rights, may be suspended by the Board of Directors by notice to such Member during any period when assessments of the Association remain unpaid (unless the Member is in good faith contesting the validity or amount of the Assessment) or a Member or his lessee is otherwise in default under the terms of the Declaration, these Bylaws or the Regulations; however, upon payment of such assessment and/or cure of such other default, all rights and privileges automatically shall be restored.

**Section 2.05** The Association shall have two classes of voting memberships:

**(a) Class A:** Class A members shall be all Owners with the exception of the Developer and any Builder in the Development. Class A members shall be entitled to one (1) vote for each Lot which they own. When more than one person holds record title to a Lot, all such persons shall be members of the Association; however, the vote for such Lot shall be exercised as they, among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

**(b) Class B:** The Class B member shall be the Developer and any Builder in the Development. The Builder(s) shall automatically convey his vote(s) to the Developer (does not have to be in writing). The Developer, at its discretion may convey the Builder(s) vote back to the Builder in writing. Until the earlier of December 31, 2009 or such time as all Lots held by Class B members have been sold, all votes of the Association shall be cast solely by the Class B members, to the exclusion of the Class A members. At such time as all Lots held by Class B Members have been sold and conveyed, the Class B membership of the Association shall terminate and all votes thereafter be cast solely by Class A members. Developer may, at its sole discretion, if evidenced by a written agreement signed by Developer and expressly stating such purpose, at any time convert Class B member(s) to Class A member(s) and give up its rights as Class B Member(s).

### **ARTICLE III MEMBERS' MEETINGS**

**Section 3.01 Annual Meetings.** Commencing in the calendar year 2001, an annual meeting of Members, for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held within ninety (90) days after the close of the Association's year end, at a time and place as determined by the Board of Directors. Failure to hold any annual meeting or meetings shall not cause a forfeiture or dissolution of the Association.

**Section 3.02 Special Meetings.** Except as otherwise provided by law or by the Articles of Incorporation, special meetings of the Members may be called by the president, the Board of Directors or the holders of not less than forty (40) percent of the votes entitled to be cast at such meeting, and shall be held at such place, and at such time, as may be stated in the notice calling such meeting. Business transacted at any special meeting of Members shall be limited to the purpose stated in the notice of such meeting.

**Section 3.03 Notice of Meetings - Waiver.** Written or printed notice of each meeting of Members stating the place, day and hour of any meeting, and, in case of a special Members' meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than fifty days before the date of such meeting, either personally or by mail, by or at the discretion of the president, the Board of Directors, or the persons calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it

appears in the records of the Association, with postage thereon prepaid. Such further or earlier notice shall be given as may be required by law. The signing by a Member of a written waiver of notice of any Members' meeting, whether before or after the time stated in such waiver, shall be equivalent to the receiving by him of all notice required to be given with respect to such meeting. Attendance by a Member, whether in person or by proxy, at a Members' meeting shall constitute a waiver of notice of such meeting. No notice of any adjournment of any meeting shall be required.

**Section 3.04 Fixing of Record Date.** For the purpose of determining Members entitled to notice of, or to vote at, any meeting of Members or any adjournment thereof, the Board of Directors of the Association may provide that as of a certain date not less than ten days nor more than fifty days preceding the meeting, only such individuals and legal entities being Members as of such date shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof.

**Section 3.05 Quorum and Presiding Officers.** Except as otherwise provided by law or these Bylaws, the holder of forty percent (40%) of the votes entitled to be cast at the meeting and represented in person or by proxy shall constitute a quorum at a meeting of Members, but the members present at any meeting, although representing less than a quorum, may from time to time adjourn the meeting to some other day and hour, without notice other than announcement at the meeting. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. The vote of the holders of a majority of the votes entitled to be cast and being present, in person or by proxy, at a meeting at which a quorum is present shall be the act of the Members' meeting, unless the vote of a greater number is required by law of the Declaration. The president shall preside at, and the secretary shall keep the records of, each meeting of Members, and in the absence of either such officer, his duties shall be performed by any officer authorized by these Bylaws or any person appointed by resolution duly adopted at the meeting.

**Section 3.06 Voting at Meetings.** Each Member shall have one vote for each Lot he owns, on matters properly the subject of vote by Members; provided, however, that in all cases where more than one party owns an interest in a Lot, only one vote may be cast for such Lot and all such parties shall designate one of their number to exercise such vote by an instrument in writing delivered to the secretary of the Association (failing which, no vote with respect to such Lot shall be counted for any purpose). Provided that, until the earlier of December 31, 2009 or such time as all Lots held by Class B members have been sold, all votes of the Association shall be cast by the Class B members, to the exclusion of the Class A members. At such time as all Lots held by Class B members have been sold and conveyed, the Class B membership of the Association shall terminate and all votes thereafter be cast solely by Class A members. Developer may at its sole discretion, if evidenced by a writing signed by Developer and expressly stating such purpose, at any time convert Class B member(s) to Class A member(s) and give up its rights as Class B member(s).

**Section 3.07 Proxies.** A Member may vote either in person or by proxy executed in writing by such Member, or by his duly authorized attorney-in-fact. No proxy shall be valid after

eleven months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless expressly provided therein to be irrevocable (and in no event shall it be irrevocable for more than eleven months) or unless otherwise made irrevocable by law.

**Section 3.08 Balloting.** Before a vote is taken, any Member may demand that such vote before the meeting be by ballot (this request does not need to have a second). Such a request shall be honored and the vote shall be by ballot. At each meeting, inspectors of election may be appointed by the presiding officer of the meeting; and, at any meeting for the election of directors, inspectors shall be so appointed on the demand of any Member present or represented by proxy and entitled to vote in such election of directors. No director or candidate for the office of director shall be appointed as such inspector. The number of votes cast by Members in the election of directors shall be recorded in the minutes.

**Section 3.09 Cumulative Voting.** No Member shall have the right to cumulate his vote in any election of directors.

**Section 3.10 Record of Members.** The Association shall keep at its principal office a record of its Members, giving the names and addresses of each Member.

**Section 3.11 Action Without Meeting.** Any action required by statute to be taken at a meeting of the Members of the Association, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, if done in compliance with relevant provisions of the Texas Business Corporation Act, the Texas Non-Profit Corporation Act, the Texas Miscellaneous Corporation Laws act, and these Bylaws, any such signed consent, or a signed copy thereof, shall be placed in the minute book of the Corporation.

## **ARTICLE IV BOARD OF DIRECTORS**

**Section 4.01 Number, Qualifications and Term.** The affairs of the Association shall be managed and controlled by the Board of Directors; and, subject to any restrictions imposed by law, by the articles of incorporation, by the Declaration or by these Bylaws, the Board of Directors may exercise all the powers of the Association. Specifically, but without limitation, the Board of Directors shall be entitled to take such actions, and to give and withhold such consents, as may be required of the Association under the provisions of the Declaration. The initial Board of Directors shall consist of three (3) members. Such number may be increased or decreased by resolution of the Board of Directors, provided that the number of directors shall never be less than three (3) or more than nine (9), and no decrease shall effect a shortening of the term of any incumbent director. Directors need not be residents of Texas nor Members of the Association. Except as otherwise provided in these Bylaws, the vacant positions on the Board of Directors shall be filled by election at the annual meeting of Members. The Initial Directors will be listed as Director A, Director B and Director C. The first term for Director A will expire March 31, 2002, and subsequent terms will expire on March 31 of each even year. The first term for Director B and Director C shall expire March 31, 2003, and subsequent terms will expire on

March 31 of each odd year. If a director is replaced for any reason, the replacement director will finish out the replaced director's term. If additional directors are added, their terms should be divided between even and odd years.

**Section 4.02 Removal.** Any director or the entire Board of Directors may be removed from office for cause at any special meeting of Members upon the affirmative vote of a majority of the votes entitled to be cast at the meeting and present in person or by proxy, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting. If the notice calling such meeting shall have so provided, the vacancy caused by such removal may be filled at such meeting by the affirmative vote of a majority of votes entitled to be cast at the meeting and present in person or by proxy.

**Section 4.03 Vacancies.** Any vacancy occurring in the Board of Directors may be filled by the vote of a majority of the remaining directors, even if such remaining directors comprise less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any position on the Board of Directors to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting of the Members, or at a special meeting of Members duly called for such purpose.

**Section 4.04 Regular Meetings.** Regular meetings of the Board of Directors shall be held at least annually, at such place as the Board of Directors deem, and at such other times and places as the Board of Directors shall determine. The secretary shall give notice of each regular meeting to each director at his usual business or residence address by mail at least three days before the meeting or by telegraph, fax, or telephone at least one day before such meeting.

**Section 4.05 Special Meetings.** Special meetings of the Board of Directors shall be held at any time by call of the chairman of the Board of Directors, the president or any two directors. The secretary shall give notice of each special meeting to each director at his usual business or residence address by mail at least three days before the meeting or by telegraph, fax, or telephone at least one day before such meeting. Except as otherwise provided by law, by the Articles of Incorporation or by these Bylaws, such notice need not specify the business to be transacted at, or the purpose of, such meeting. No notice shall be necessary for any adjournment of any such meeting. The signing of a written waiver of notice of any special meeting by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the receiving of such notice. Attendance of a director at a meeting shall also constitute a waiver of notice of such meeting, except where a director attends a meeting for the express and announced purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**Section 4.06 Quorum.** A majority of the number of directors fixed by these Bylaws shall constitute a quorum for the transaction of business and the act of not less than a majority of such quorum of the directors shall be required in order to constitute the act of the Board of Directors, unless the act of a greater number shall be required by law, by the Articles of Incorporation or by these Bylaws. Directors present by proxy may not be counted toward a quorum.

**Section 4.07 Procedure at Meetings.** Annually, the Board of Directors shall appoint one of their number both as chairman of the Board of Directors and president of the Association. The chairman of the Board of Directors shall preside at meetings of the Board of Directors. In his absence at any meeting, any officer authorized by these Bylaws or any member of the Board of Directors selected by the directors present shall preside. The secretary of the Association shall act as secretary at all meetings of the Board of Directors. In his absence, the presiding officer of the meeting may designate any person to act as secretary. At meetings of the Board of Directors, the business shall be transacted in such order as the Board of Directors may from time to time determine.

**Section 4.08 Presumption of Assent.** Any director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who votes in favor of such action.

**Section 4.09 Action Without a Meeting.** Any action required by statute to be taken at a meeting of the directors of the Association, or which may be taken at such meeting, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by each director entitled to vote at such meeting, and such consent shall have the same force and effect as a unanimous vote of the directors. Such signed consent, or a signed copy thereof, shall be placed in the minute book of the Corporation.

**Section 4.10 Compensation.** Directors as such shall not receive any compensation for their service; but, nothing herein shall preclude any director from serving the Association in any other capacity and receiving reasonable compensation therefore.

**Section 4.11 Committees.** The Board of Directors may designate one or more committees, which committees shall consist of two or more persons, all of whom shall be directors or members of the Association. Such committees may exercise such authority of the Board of Directors in the affairs of the Association as the Board of Directors may by resolution duly delegate to it except as prohibited by law. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon him by law. Any member of the committees may be removed by the Board of Directors by the affirmative vote of a majority of the number of directors fixed by the Bylaws whenever in the judgment of the Board of Directors the best interests of the Association will be served thereby.

**Section 4.12 Open Meetings.** All meetings of the Board of Directors shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board of Directors.

The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required. The minutes of the proceedings of the committees shall be placed in the minute book of the Association.

## **ARTICLE V GENERAL POWERS AND DUTIES OF THE BOARD**

**Section 5.01 Powers and Duties.** The affairs of the Association shall be conducted by the Board of Directors. In addition to the powers and duties enumerated in the Declaration or elsewhere herein, and without limiting the generality thereof, the Board of Directors, for the mutual benefit of the Members, shall have the powers and/or duties set forth in the Declaration and the following powers and/or duties.

(a) **To Enforce terms of the Declaration.** If, as and when the Board of Directors, in its sole discretion, deems necessary it may take such action to enforce the terms and provisions of the Declaration, the Articles of Incorporation and these Bylaws by appropriate means and carry out the obligations of the Association thereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and accounting services, the commencement of legal causes of action, the promulgation and enforcement of the Association rules which may include the establishment of a system of fines and/or penalties enforceable as special individual assessments as provided in the Declaration and to enjoin and/or seek legal damages from any Owner for violation of such provisions or rules;

(b) **To Manage Common Areas.** To acquire (free and clear of any encumbrances), maintain and otherwise manage all or any part of the Common Areas and all facilities, improvements and landscaping thereon, and all personal property acquired or owned by the Association;

(c) **To Execute Declarations.** To execute all declarations of ownership for tax assessment purposes and to pay any and all real and personal property taxes and other charges or assessments assessed against the Common Areas, if any, unless the same are separately assessed to all or any of the Owners, in which event such taxes shall be paid by such Owners;

(d) **To Secure Services.** To obtain, for the benefit of the Common Areas, all water, gas and electric services, refuse collections, landscape maintenance services and other services, which in the opinion of the Board of Directors shall be necessary or proper;

(e) **To Grant Easements.** To make such dedications and grant such easements, licenses, franchises and other rights, which in its opinion are necessary for street, right-of-way, utility, sewer, drainage and other similar facilities or video services, cable television services, security services, communication services and other similar services over the Common Areas to serve the Areas or any part thereof;



(f) **To Contract for Insurance.** To contract for and maintain such policy or policies of insurance as may be required by the Declaration or as the Board of Directors deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

(g) **To Borrow.** To borrow funds to pay costs of operation to the extent deemed advisable by the Board;

(h) **To Contract.** To enter into contracts for legal and accounting services, maintain one or more bank accounts, and generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Areas and enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association;

(i) **To Legal Defense.** If, as and when the Board of Directors, in its sole discretion, deems necessary it may, but shall not be obligated to, take action to protect or defend the Common Areas or other property of the Association from loss or damage by suit or otherwise;

(j) **To File Law Suit.** If, as and when the Board of Directors, in its sole discretion, deems it necessary it may, but shall not be obligated to, sue and defend in any court of law on behalf of the Association or one (1) or more of its Members;

(k) **To Maintain Contingency Fund.** To establish and maintain a working capital and/or contingency fund in an amount to be determined by the Board;

(l) **To Make Operating Rules and Regulations.** To make reasonable rules and regulations for the operation and use of the Common Areas and to amend same from time to time;

(m) **To Provide Annual Report.** To make an unaudited annual report available at the annual meeting to each Owner and any individual or entity holding a mortgage or deed of trust on any Lot;

(n) **To Collect Insurance Proceeds.** To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property owned by the Association, and if the proceeds are insufficient to repair damage or replace lost property owned by the Association, to assess the Members in proportionate amounts to cover the deficiency as set forth in the Declaration;

(o) **To Provide Member Benefits.** To provide services for the benefit of Members including but not limited to security, entertainment, recreation, education and television cable;

(p) **To Delegate.** To delegate its powers and duties to committees, officers or employees as provided in these Bylaws, employ a manager or other persons and contract with independent contractors or managing agents who have professional experience to perform all or



any part of the duties and responsibilities of the Association, provided that any contract with a person or entity appointed as a manager or managing agent shall be terminable with or without cause on not more than ninety (90) days written notice by the Association and shall have a term of not more than one (1) year with successive one (1) year renewal periods upon the mutual agreement of the parties;

(q) **To Suspend Voting Rights.** To suspend the voting rights of any Owners who have failed to pay their assessment or who have otherwise violated the Declaration, these Bylaws or the rules and regulations of the Association;

(r) **To Keep Records.** To 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 twenty-five percent (25%) or more of the outstanding votes of the Members, regardless of class;

(s) **To Elect Officers.** To elect the officers of the Association, as provided in these Bylaws;

(t) **To Fill Vacancies.** To fill vacancies on the Board of Directors, in accordance with the Bylaws hereof; and

(u) **To Have Incidental Operation.** Generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Areas.

## **ARTICLE VI OFFICERS AND THEIR DUTIES**

**Section 6.01 Enumeration of Officers.** The officers of the Association shall be as follows:

- (a) A President, who shall at all times be a member of the Board;
- (b) A Vice President, who shall at all times be a member of the Board;
- (c) A Secretary, who may or may not be a member of the Board;
- (d) A Treasurer, who may or may not be a member of the Board; and
- (e) Such other officers as the Board of Directors may from time to time by resolution create, who may or may not be members of the Board of Directors.

**Section 6.02 Election of Officers.** At its organizational meeting following the incorporation of the Association, the Directors shall elect officers. Thereafter, the election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**Section 6.03 Term.** As necessary, the respective officers shall be elected annually by the Board of Directors and each officer shall hold office for two (2) years unless an officer shall sooner resign, be removed, or otherwise become disqualified to serve. The first term of the Secretary and Treasurer shall end March 31, 2002, and subsequent terms will expire on March 31, each even year. The first term for the President and Vice President shall expire March 31, 2003, and subsequent terms will expire on March 31, each odd year. Additional officers who might be added by the Board of Directors, will serve for one (1) year periods ending March 31.

**Section 6.04 Special Appointments.** The Board of Directors may elect such other officers or appoint such other agents as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

**Section 6.05 Resignation and Removal.** Any officer may be removed from office by the Board of Directors with or without cause. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6.06 Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

**Section 6.07 Multiple Offices.** The offices of President and Secretary may not be held by the same person. Otherwise, the same person may hold multiple offices.

**Section 6.08 Duties.** The duties of the officers are as follows:

(a) **President.** The president shall (i) preside at all meetings of the Board of Directors; (ii) see that orders and resolutions of the Board of Directors are carried out; (iii) sign all leases, mortgages, deeds and other written instruments; provided, however, that any duly authorized officer may sign checks and promissory notes; and (iv) shall perform such other duties as may be required by the Board of Directors.

(b) **Vice President.** The Vice President shall (i) act in the place and stead of the President in the event of the President's absence, inability or refusal to act and (ii) shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) **Secretary.** The Secretary shall (i) record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; (ii) serve notice of meetings of the Board of Directors and of the Members; (iii) keep appropriate current records showing the Members of the Association together with their addresses; and (iv) perform such other duties as required by the Board of Directors.

(d) **Treasurer.** The Treasurer shall (i) receive and deposit in appropriate bank accounts all moneys of the Association; (ii) disburse such funds as directed by resolution of the Board; (iii) maintain the financial records of the Association; and (iv) perform such other duties of a similar nature as may be required by the Board of Directors.

## **ARTICLE VII AMENDMENTS**

Until December 31, 2049, the power to alter, amend or repeal these Bylaws, or to adopt new Bylaws, shall be vested in the Members of the Association by a 75% vote of the eligible Members; however, such power may be delegated by the Members to the Board of Directors by a 75% vote of the eligible Members. From and after December 31, 2049, these Bylaws may be altered, amended or repealed by a 55% vote of eligible Members.

## **ARTICLE VIII COMMITTEES**

The Board of Directors and/or the Declarant shall appoint an Architectural Control Committee, as provided in the Declaration. The provisions of Article VII and VIII of the Declaration specifically set forth the rights, duties, obligations, responsibilities and liabilities of the Architectural Control Committee and its members and those provisions are incorporated herein by reference for all purposes. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## **ARTICLE IX BOOKS AND RECORDS**

**Section 9.01 Inspection by Members.** The membership register, books of account and minutes of meetings of the Members, of the Board of Directors and of committees shall be made available for inspection and copying by any Member or by the Member's appointed representative, at any reasonable time and for a purpose reasonably related to the Member's interest, at the office of the Association or at such other place as the Board of Directors shall designate.

**Section 9.02 Rules for Inspection.** The Board of Directors shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (b) Hours and days of the week when such an inspection may be made; and
- (c) Payment of the cost of reproducing copies of requested documents.

**Section 9.03 Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical property owned by the Association.

The rights of inspection by a director include the right to make extra copies of documents.

## **ARTICLE X ASSESSMENTS**

The provisions of Article V and Article VI of the Declaration specifically set forth the rights, obligations and liabilities of the Association and its Members relative to the levy, collection and use of assessments and those provisions are incorporated herein by reference for all purposes.

## **ARTICLE XI INDEMNIFICATION**

**Section 14.01** Subject to the provisions of Article 1396-2.22A of the Texas Non-Profit Association Act, the Association may indemnify directors, officers, agents and employees as follows:

### **1. Extent.**

(a) **Statutory Required Indemnification.** The Association shall indemnify its directors and officers against reasonable expenses incurred in connection with a proceeding in which the director or officer is named as a defendant or respondent because he is or was a director or officer of the Association if he has been wholly successful, on the merits or otherwise, in the defense of the proceeding. The Association may, at the direction and in the sole discretion of the Board of Directors, pay for or reimburse the director or officer for the payment of his reasonable expenses in advance of the final disposition of his reasonable expenses in advance of the final disposition of the proceeding, provided that the Association receives in writing (i) an affirmation by the director or officer of his good faith belief that he has met the standards of conduct necessary for indemnification under Article 1396-22.2A of the Texas Non-Profit Association Act, and (ii) an undertaking by or on behalf of the director or officer to repay the amount paid or reimbursed if it is ultimately determined such standards of conduct have not been met.

(b) **Permitted Indemnification.** The Association, at the direction of and in the sole discretion of the Board of Directors, shall have the right, to such further extent as permitted by law, but not the obligation to indemnify any person who (i) is or was a director, officer, employee, or agent of the Association, or (ii) while a director, officer, employee, or agent of the Association, is or was serving at its request as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

**(c) Insurance.** The Association may purchase and maintain insurance or another arrangement on behalf of any person who is or was a director, officer, employee, or agent of the association or who is or was serving at its request as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the Association would have the power to indemnify him against that liability pursuant to the provisions of the Texas Non-Profit Corporation Act. Furthermore, the Association, may for the benefit of persons indemnified by the Association, (i) create a trust fund; (ii) establish any form of self-insurance; (iii) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (iv) establish a letter of credit, guaranty, or surety arrangement.

## **ARTICLE XII AMENDMENTS**

These Bylaws or the Articles of Incorporation may be amended at a regular or special meeting of the Members by a vote (in person or by proxy) or written consent, regardless of class, as provided in Article VII of these Bylaws; provided, however, until such time as the Class E Membership shall have ceased and been converted in Class A Memberships, the Association shall not amend these Bylaws or the Articles of Incorporation, without the prior written approval of the Class B Member.

## **ARTICLE XIII MISCELLANEOUS**

**Section 13.01 Dividends.** No dividend shall be paid, and no part of the income of the Association shall be distributed, to the Members, directors or officers of the Association. The Association may pay compensation in a reasonable amount to any Member, director or officer for services rendered in any other capacity.

**Section 13.02 Contracts.** The president shall have the power and authority to execute, on behalf of the Association, contracts or instruments in the usual and regular course of the Association's affairs, and in addition, the Board of Directors may authorize any officer or officers, agent or agents, of the Association to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors or by these Bylaws, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit or to render it pecuniarily liable for any purpose or in any amount.


**Section 13.03 Checks, Drafts, etc.** All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officers or employees of the Association as shall from time to time be authorized pursuant to these Bylaws or by resolution of the Board of Directors.

**Section 13.04 Depositories.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks or other depositories as the Board of Directors may from time to time designate, and upon such terms and conditions as shall be fixed by the Board of Directors. The Board of Directors may from time to time authorize, or may delegate to any officer the power to authorize, the opening and maintaining of any such depository, as it may designate, of general and special accounts, and may make, or delegate to any officer the power to make, such, special rules and regulations with respect thereto as it may deem.

**Section 13.05 Corporate Seal.** The Association does not have a corporate seal; however, the Board of Directors at their sole discretion may require the use of a Corporate Seal in the future.

**Section 13.06 Fiscal Year.** The Fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

**Section 13.07 Interpretation.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the case of any conflict between the Declaration and the laws of the State of Texas governing non-profit corporations, the laws of the State of Texas shall control; provided, however, to the extent reasonably practical, the Articles of Incorporation, Bylaws and Declaration shall be construed and interpreted together as consistent and non-conflicting documents, such being the intent thereof.



James A. Russell, Secretary

# **Declaration of CC&R's**

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES  
3102 OAK LAWN AVE STE 202  
DALLAS, TX 75219

Submitter: PREMIER COMMUNITIES

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

Filed For Registration: 12/30/2011 3:46 PM

Instrument #: D211315194

OPR

3

PGS

\$20.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D211315194

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: MGSALAZAR



Glenwyck Farms Homeowners Association, Inc.  
**GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS**

STATE OF TEXAS                               §  
   §                               KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF TARRANT                   §

WHEREAS the Glenwyck Farms Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 ("Section 202.018") thereto dealing with the regulation of display of certain religious items; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Certain Religious Items* within the community.

1. A property owner or resident may display or attach one or more religious items to the entry to their dwelling. Such items include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
  - a. threaten public health or safety; or
  - b. violate any law; or
  - c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Architectural Control Committee ("ACC") is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of TARRANT County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Glenwyck Farms Homeowners Association, Inc.  
Guidelines for Display of Certain Religious Items  
Page 2 of 2

Approved and adopted by the Board on this 30<sup>th</sup> day of December, 2011.

*Michael Keely*  
SIGNATURE

Michael Keely  
PRINTED NAME

Board President  
POSITION

STATE OF TEXAS                   §  
   §  
COUNTY OF TARRANT       §

Before me, the undersigned authority, on this day personally appeared Michael Keely, Glenwyck Farms HOA of Glenwyck Farms Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30<sup>th</sup> day of December, 2011.

*Tera E. Bellemare*  
Notary Public, State of Texas

[Notarial Seal]

Tera E. Bellemare  
Printed Name

My commission expires: 5/5/2015



MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES  
3102 OAK LAWN AVE STE 202  
DALLAS, TX 75219

Submitter: PREMIER COMMUNITIES

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

Filed For Registration: 12/30/2011 3:46 PM

Instrument #: D211315193

OPR

4

PGS

\$24.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D211315193

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: MGSALAZAR

Glenwyck Farms Homeowners Association, Inc.  
**GUIDELINES FOR RAINWATER RECOVERY SYSTEMS**

STATE OF TEXAS                               §  
   §                               KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF TARRANT                   §

WHEREAS the Glenwyck Farms Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) ("Section 202.007") thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems"); and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.

1. Rainwater Recovery Systems may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the System may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
  - a. placement behind a solid fence, a structure or vegetation; or
  - b. by burying the tanks or barrels; or
  - c. by placing equipment in an outbuilding otherwise approved by the ACC.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
  - a. the barrel must not exceed 55 gallons; and
  - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
  - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
  - d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.

Glenwyck Farms Homeowners Association, Inc.

Guidelines for Rainwater Recovery Systems

Page 2 of 3

- 2) Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
- 3) Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, ponds may be used for water storage.
- 4) Harvested water must be used and not allowed to become stagnant or a threat to health.
- 5) All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of TARRANT County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 30<sup>th</sup> day of December 2011.

  
SIGNATURE

Michael Keely  
PRINTED NAME

Board President  
POSITION

STATE OF TEXAS                   §  
   §  
COUNTY OF TARRANT       §

Before me, the undersigned authority, on this day personally appeared Michael Kelley, Glenwyck Farms HOA of Glenwyck Farms Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30<sup>th</sup> day of December, 2011.

Tera E. Bellemare  
Notary Public, State of Texas

Tera E. Bellemare  
Printed Name

My commission expires: 5/5/2015

[Notarial Seal]



MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES  
3102 OAK LAWN AVE STE 202  
DALLAS, TX 75219

Submitter: PREMIER COMMUNITIES

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

Filed For Registration: 12/30/2011 3:46 PM

Instrument #: D211315192

OPR

5

PGS

\$28.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D211315192

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: MGSALAZAR

Glenwyck Farms Homeowners Association, Inc.  
**GUIDELINES FOR DISPLAY OF FLAGS**

STATE OF TEXAS  
COUNTY OF TARRANT

§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the Glenwyck Farms Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto regarding the display of flags; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Flags* within the community.

1. These Guidelines apply to the display of ("Permitted Flags"):
  - 1.1. the flag of the United States; and
  - 1.2. the flag of the State of Texas; and
  - 1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in section 1 above including, but not limited to:
  - 2.1. flags for schools, sports teams, businesses or foreign countries; or
  - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
  - 2.3. historical versions of the flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance approval of the Architectural Control Committee ("ACC") is required for any free-standing flagpole associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags may be up to three foot (3') by five foot (5') in size.



7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall and up to twenty feet (20') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the property between the main residential structure and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
  - 11.1. in any location other than the Owner's property; or
  - 11.2. within a ground utility easement or encroaching into an aerial easement; or
  - 11.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
  - 11.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
  - 11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they are going to be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
  - 12.1. be ground mounted in the vicinity of the flag; and
  - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
  - 12.3. points towards the flag and faces the main structure on the property or to the center of the property if there is no structure; and
  - 12.4. provides illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Tarrant County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 30<sup>th</sup> day of December 2011.

  
SIGNATURE

Michael Keely  
PRINTED NAME

Board President  
POSITION

Glenwyck Farms Homeowners Association, Inc.

STATE OF TEXAS                   §  
   §  
COUNTY OF TARRANT       §

Before me, the undersigned authority, on this day personally appeared Michael Keelay, President of Glenwyck Farms Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30<sup>th</sup> day of December, 2011.

Tera E. Bellemare  
Notary Public, State of Texas

[Notarial Seal]



Tera E. Bellemare  
Printed Name

My commission expires: 5/5/2015

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES  
3102 OAK LAWN AVE STE 202  
DALLAS, TX 75219

Submitter: PREMIER COMMUNITIES

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

Filed For Registration: 12/30/2011 3:46 PM

Instrument #: D211315190

OPR

4

PGS

\$24.00

By: Mary Louise Garcia

D211315190

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: MGSALAZAR

Glenwyck Farms Homeowners Association, Inc.  
**GUIDELINES FOR SOLAR ENERGY DEVICES**

STATE OF TEXAS

§

§

COUNTY OF TARRANT

§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the Glenwyck Farms Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 ("Section 202.010") thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Device may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
  - a. on the roof of the main residential dwelling; or
  - b. on the roof of any other approved structure; or
  - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
  - a. have no portion of the Device higher than the roof section to which it is attached; and
  - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and

Glenwyck Farms Homeowners Association, Inc.  
Guidelines for Solar Energy Devices  
Page 2 of 3

- c. conform to the slope of the roof; and
  - d. be aligned so that the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
  - e. have a frame, brackets, and visible piping or wiring that is a color that matches the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
  - f. be located in a position on the roof which is least visible from any street or common area which does not reduce estimated annual energy production more than ten percent (10%), as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory ([www.nrel.gov](http://www.nrel.gov)) or equivalent entity over alternative roof locations.
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the fence. If the fence is not a solid fence which blocks view of the Device, the ACC may require the Device be placed in a location behind a structure or otherwise require visual screening. The ACC may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
- a. threaten public health or safety; or
  - b. violate any law; or
  - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner of ordinary sensibilities.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of TARRANT County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 30<sup>th</sup> day of December, 2011.

*Michael Keeley*  
SIGNATURE

Michael Keeley  
PRINTED NAME

Board President  
POSITION

STATE OF TEXAS                   §  
   §  
COUNTY OF TARRANT       §

Before me, the undersigned authority, on this day personally appeared Michael Keeley, President of Glenwyck Farms Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30 day of December, 2011.

*Tera E. Bellemare*  
Notary Public, State of Texas

Tera E. Bellemare  
Printed Name

My commission expires: 5/5/2015

[Notarial Seal]



MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES  
3102 OAK LAWN AVE STE 202  
DALLAS, TX 75219

Submitter: PREMIER COMMUNITIES

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

Filed For Registration: 12/30/2011 3:46 PM

Instrument #: D211315187

OPR

3

PGS

\$20.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D211315187

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: MGSALAZAR



*Glenwyck Farms Homeowners Association, Inc.*

**Alternative Payment Schedule Guidelines for Certain Assessments**

**WHEREAS**, the Board of Directors (the “Board”) of *Glenwyck Farms Homeowners Association, Inc.* (the “Association”) wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

**WHEREAS**, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

**WHEREAS**, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the following guidelines are established by the Board:

1. Upon the request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:
  - a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the association.
  - b. An Alternative Payment Schedule will not be made available, except in the sole discretion of the Board, to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner’s default of such Alternative Payment Schedule.
  - c. During the course of an Alternative Payment Schedule, additional monetary penalties, other than reasonable costs associated with administering the Alternative Payment Schedule and interest, shall not be charged against an owner.
  - d. The minimum term for an Alternative Payment Schedule is three months from the date of the owner’s request for an Alternative Payment Schedule. The maximum term for an Alternative Payment Schedule is eighteen months from the date of the owner’s request for an Alternative Payment Schedule.
  - e. All other terms of an Alternative Payment Schedule are at the discretion of the Board of Directors.

This is to certify that the foregoing Alternative Payment Schedule Guidelines for Certain Assessments was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

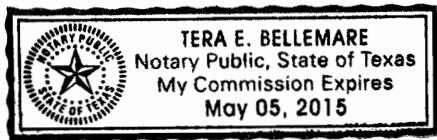
Name: Michael Keely  
Title: Board President  
Date: 12-30-11

STATE OF TEXAS

COUNTY OF Tarrant

§  
§  
§

This instrument was acknowledged before me on the 30th day of December, 2011, by Michael Keely President of Glenwyck HOA, a Texas non-profit corporation, on behalf of said corporation.



Tera E. Bellemare  
Notary Public, State of Texas

*ALTER RECORDING RETURN TO:*

*Premier Communities  
3102 Oak Lawn Avenue, Suite 202  
Dallas, Texas 75219*

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES  
3102 OAK LAWN AVE STE 202  
DALLAS, TX 75219

Submitter: PREMIER COMMUNITIES

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

Filed For Registration: 12/30/2011 3:46 PM

Instrument #: D211315191

OPR

3

PGS

\$20.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D211315191

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: MGSALAZAR

Glenwyck Farms Homeowners Association, Inc.

**Policy for Priority of Payments**

**WHEREAS**, the Board of Directors (the “Board”) of Glenwyck Farms Homeowners Association, Inc. (the “Association”) wishes to establish a Policy for Priority of Payments which shall govern the method in which payments received by the Association from owners are applied; and

**WHEREAS**, the Board wishes to adopt this policy in compliance with Section 209.0063 of the Texas Property Code; and

**WHEREAS**, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.0063 and 202.006 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the following Policy for Priority of Payments is established by the Board:

- A. Except as provided by Section (B), a payment received by the Association from an owner shall be applied to the owner’s debt in the following order of priority:
  1. any delinquent assessment;
  2. any current assessment;
  3. any attorney’s fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
  4. any attorney’s fees incurred by the association that are not subject to Subsection (3) above;
  5. any fines assessed by the Association;
  6. any other amount owed to the Association.
- B. If, at the time the Association receives a payment from an owner and the owner is in default under an Alternative Payment Schedule entered into with the Association, the Association is not required to apply the payment in the order of priority outlined in Section (A), in accordance with Section 209.0063 of the Texas Property Code. Instead, in the event that an owner is in default under an Alternative Payment Schedule at the time the Association receives a payment from the property owner, then the payment received by the Association from an owner shall be applied to the owner’s debt in the following order of priority:
  1. any attorney’s fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;

2. any attorney's fees incurred by the association that are not subject to the immediately previous Subsection (1);
3. any delinquent assessment;
4. any current assessment;
5. any other amount owed to the Association.
6. any fines assessed by the Association.

This policy shall supersede and render null and void any previously adopted priority of payment/payment plan policy to the extent that the terms of such policy are contradictory.

This is to certify that the foregoing Policy for Priority of Payments was adopted by the Board of Directors, in accordance with Section 209.0063 of the Texas Property Code.

Name: Michael Keel  
Title: Board President  
Date: 12-30-11

STATE OF TEXAS

COUNTY OF Tarrant

§  
§  
§

This instrument was acknowledged before me on the 30th day of December, 2011, by Michael Keel President of Glenwyck Farms HOA, a Texas non-profit corporation, on behalf of said corporation.

Tera E. Bellemare  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Premier Communities  
3102 Oak Lawn Avenue, Suite 202  
Dallas, Texas 75219



MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES  
3102 OAK LAWN AVE STE 202  
DALLAS, TX 75219

Submitter: PREMIER COMMUNITIES

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

Filed For Registration: 12/30/2011 3:46 PM

Instrument #: D211315189

OPR

8

PGS

\$40.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D211315189

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: MGSALAZAR

Glenwyck Farms Homeowners Association, Inc.

**Records Production and Copying Policy**

**WHEREAS**, the Board of Directors (the “Board”) of Glenwyck Farms Homeowners Association, Inc. (the “Association”) wishes to establish a Records Production and Copying Policy which shall govern the costs the Association will charge for the compilation, production, and reproduction of information requested under Section 209.005 of the Texas Property Code; and

**WHEREAS**, the Board wishes to adopt this policy in compliance with Section 209.005 of the Texas Property Code; and

**WHEREAS**, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the following Records Production and Copying Policy is established by the Board:

- A. An owner is responsible for costs related to the compilation, production, and reproduction of the books and records of the Association. Costs shall be the same as all costs under 1 T.A.C. Section 70.3, the pertinent part of which is reproduced in italics below, and are subject to increase in the event 1 T.A.C. Section 70.3 is amended:

*1. Copy charge.*

*(A) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.*

*(B) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:*

- *Diskette--\$1.00;*
- *Magnetic tape--actual cost;*
- *Data cartridge--actual cost;*
- *Tape cartridge--actual cost;*
- *Rewritable CD (CD-RW)--\$1.00;*
- *Non-rewritable CD (CD-R)--\$1.00;*
- *Digital video disc (DVD)--\$3.00;*
- *JAZ drive--actual cost;*
- *Other electronic media--actual cost;*

- VHS video cassette--\$2.50;
- Audio cassette--\$1.00;
- Oversize paper copy (e.g.: 11 inches by 17 inches greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;
- Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

2. *Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.*

*(A) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.*

*(B) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.*

*(C) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.*

3. *Labor charge for locating, compiling, manipulating data, and reproducing public information.*

*(A) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.*

*(B) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:*

*(i) Two or more separate buildings that are not physically connected with each other; or*

*(ii) A remote storage facility.*

*(C) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:*



*(i) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or*

*(ii) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.*

*(D) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).*

*(E) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).*

*(F) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.*

#### **4. Overhead charge.**

*(A) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph(3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.*

*(B) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).*

*(C) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing,  $\$15.00 \times .20 = \$3.00$ ; or Programming labor charge,  $\$28.50 \times .20 = \$5.70$ . If a request requires one hour of labor charge for locating, compiling, and reproducing information ( $\$15.00$  per hour); and one hour of programming labor charge ( $\$28.50$  per hour), the combined overhead would be:  $\$15.00 + \$28.50 = \$43.50 \times .20 = \$8.70$ .*

5. *Microfiche and microfilm charge.*

*(A) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.*

*(B) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.*

6. *Remote document retrieval charge.*

*(A) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.*

*(B) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.*

**7. Computer resource charge.**

*(A) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.*

*(B) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.*

*(C) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10 per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.*

*(D) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a*

*mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows:  $\$10 / 3 = \$3.33$ ; or  $\$10 / 60 \times 20 = \$3.33$ .*

*(E) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.*

- 8. Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.*
  - 9. Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.*
  - 10. Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).*
  - 11. Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.*
- B. Any requesting owner must provide advance payment of the costs of compilation, production, and reproduction for the requested information, as estimated by the Association. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30<sup>th</sup> business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30<sup>th</sup> business day after the date the invoice is sent to the owner.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

This is to certify that the foregoing Records Production and Copying Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

Name: M. J. Keely  
Title: Board President  
Date: 12-30-11

STATE OF TEXAS

COUNTY OF Tarrant

§  
§  
§

This instrument was acknowledged before me on the 30<sup>th</sup> day of December, 20 11, by Michael Keely President of Glenwyck Farms HOA, a Texas non-profit corporation, on behalf of said corporation.



Tera E. Bellemare  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

*Premier Communities*  
3102 Oak Lawn Avenue, Suite 202  
Dallas, TX 75219

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES  
3102 OAK LAWN AVE STE 202  
DALLAS, TX 75219

Submitter: PREMIER COMMUNITIES

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

Filed For Registration: 12/30/2011 3:46 PM

Instrument #: D211315188

OPR

3

PGS

\$20.00

By: Mary Louise Garcia

D211315188

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: MGSALAZAR

Glenwyck Farms Homeowners Association, Inc.

**Document Retention Policy**

**WHEREAS**, the Board of Directors (the “Board”) of Glenwyck Farms Homeowners Association, Inc. (the “Association”) wishes to adopt a Document Retention Policy in order to be compliant with Section 209.005(m) of the Texas Property Code; and

**WHEREAS**, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the following Document Retention Policy is established by the Board:

1. Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently.
2. Financial books and records shall be retained for seven years.
3. Account records of current owners shall be retained for five years.
4. Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
5. Minutes of meetings of the owners and the board shall be retained for seven years.
6. Tax returns and audit records shall be retained for seven years.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

[signature page to follow]

This is to certify that the foregoing Document Retention Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

Name: M. J. King  
Title: Board President  
Date: 12-29-11

STATE OF TEXAS

COUNTY OF Tarrant

§  
§  
§

This instrument was acknowledged before me on the 30th day of December, 20 11, by Michael King President of Glenwyck HOA, a Texas non-profit corporation, on behalf of said corporation.



Tera E. Bellemare  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

*Premier Communities*  
3102 Oak Lawn Avenue, Suite 202  
Dallas, TX 75219



MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

GARY REINHARDT  
3301 AIRPORT FRWY, STE 100  
BEDFORD, TX 76021

Submitter: GARY REINHARDT

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

Filed For Registration: 5/6/2011 1:45 PM

Instrument #: D211107488

AFF

2

PGS

\$16.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D211107488

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: SLDAVES

CORRECTION

STATE OF TEXAS  
COUNTY OF TARRANT

AFFIANT, Gary D. Reinhardt, being a Registered Professional Land Surveyor, Texas Registration Number 5444, and an employee of Atkins North America, Inc., formerly Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J), hereby swears or affirms that a certain document prepared by PBS&J, which was titled as follows:

Amended Plat to the Final Plat of Glenwyck Farms, Ltd., filed on the 19<sup>th</sup> day of April, 2000, in Cabinet A, Hanger 5814, document number D200082478 and recorded in Tarrant County, Texas, contained the following:

NOTES:

3.) LOT AND BLOCK FOR STREETS ARE FOR PUBLIC ACCESS.

AFFIANT makes this Affidavit for the purpose of updating the above document with the correct information as requested by the Town of Westlake to be amended as follows:

NOTES:

3.) LOT AND BLOCK FOR STREETS ARE PRIVATE AND ARE TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. THE STREETS ARE FOR LIMITED PUBLIC ACCESS TO INCLUDE: INGRESS / EGRESS FOR RESIDENTS AND THEIR GUESTS, AND ACCESS FOR EMERGENCY AND PUBLIC SERVICES.

Atkins North America, Inc.  
18383 Preston Road, Suite 500  
Dallas, Texas 75252

Dated: 4-26-2011

Signed: *Gary D. Reinhardt*  
Gary D. Reinhardt  
Registered Professional Land Surveyor  
Texas Registration No. 5444

STATE OF TEXAS  
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, on this day personally appeared Gary D. Reinhardt, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of April, 2011.

*Kathleen Sawyer*  
Notary Public, State of Texas



THIS FORM IS INTENDED TO CORRECT SCRIVENER'S ERRORS AND NOT FOR THE CONVEYANCE OF REAL PROPERTY.

Return to: Gary Reinhardt  
3301 Airport Freeway, Ste 100  
Bedford, TX 76021



**DECLARATION OF COVENANTS AND RESTRICTIONS  
GLENWYCK FARMS, WESTLAKE, TEXAS**

**STATE OF TEXAS  
COUNTY OF TARRANT**

These Covenants made as of the 19<sup>th</sup> day of April, 2000, by Glenwyck Farms, Ltd., (the "Developer"), a Texas limited partnership, (the "Declarant"), with respect to the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes the "Land".

**WITNESSETH:**

Whereas, Developer desires to establish certain covenants, easements and restrictions for Glenwyck Farms for the mutual benefit and protection of the Owners; and

Whereas, because of the benefits expected to accrue, Developer desires to obligate Declarant as "Declarant" to implement said Covenants, easements and restrictions, and Declarant is willing to act as Declarant on the terms and conditions herein set forth.

Now therefore, Declarant does hereby publish and declare that the following terms, provisions, covenants, conditions, easements, liens, restrictions, reservations, uses, limitations and obligations shall run with the Land, and shall be a burden and benefit to the Developer, the Owners and their heirs, legal representatives, successors and assigns and hereby adopts this Declaration of Covenants and Restrictions, as Follows:

**ARTICLE I**

**DEFINITIONS**

**Section 1.01** As used in these Covenants, the following terms shall have the meaning set forth below:

(a) "Addition" shall mean GLENWYCK FARMS, additions to the Town of Westlake, Tarrant County, Texas, according to the Plat filed in Cabinet A Slides 5765 and 5766 as amended by Plat filed in Cabinet A Slides 5814 and 5815 and any amended plats thereof to be recorded in the Plat Records of Tarrant County, Texas, as the same may be amended from time to time and any other phase or addition made subject to this Declaration.

(b) "Association" shall mean GLENWYCK FARMS HOMEOWNERS' ASSOCIATION, INC., a Texas nonprofit corporation, to be created for the purposes and possessing the rights, powers and authority set forth herein and in the Charter.

(c) "Architectural Control Committee" or "ACC" shall mean a committee of three or more members initially appointed by the Declarant as further defined in Article VII.

(d) "Board of Directors" shall mean the Board of Directors of the Association named in the Charter and their successors as duly elected and qualified from time to time.

(e) "Building(s)" shall mean any vertical structure located on the Land.

(f) "Bylaws" shall mean the Bylaws of the Association initially adopted by the Board of Directors, as duly amended from time to time.

(g) "Charter" shall mean the Articles of Incorporation of the Association filed with the Secretary of State of Texas, as duly amended from time to time.

(h) "Open Space Corridor" shall mean that part of Exhibit "A" designated as Common Area/Open Space to be dedicated to Town of Westlake 13.8868 Acres (the "Corridor") Lot 1 Block F. This Open Space Corridor shall be constructed, restricted and maintained by the Association as required by the Glenwyck Farms Subdivision Improvement Agreement between the Town and the Developer. This "Open Space Corridor" shall be approximately 14 acres and shall be used as a public open space corridor (the "Corridor") pursuant to Section 14 of the Subdivision Regulations of the Town of Westlake.

(i) "Town" shall mean the Town of Westlake, Texas, or its assignees.

(j) "County" shall mean the County of Tarrant in the State of Texas.

(k) "Common Area" or "Common Properties" shall mean those areas, if any, within or upon the Land, or any Lot so designated by Developer, the maintenance, repair or replacement of which is or becomes the responsibility of the Association, together with those areas, if any, which by contract with or ordinance of the local governmental authority is or becomes the responsibility of the Association, including without limitation, any areas designated as "Common Areas", Pedestrian Access Easements (PAE), Emergency Access Easements (EAE), Landscape Easements (LE or Landscape Easements as shown on the Plat may include fencing, walls, or other structures installed by developer as well as sprinkler system(s) and plantings), and Streets on the Glenwyck Farms Plat, or on any other plats or re-plats associated with any other tract or land made subject to this Declaration pursuant to Section 2.03. In certain circumstances, Common Properties may not be owned by the Developer or the Association in fee, but may in some instances be held as an easement, be leased or may simply be areas of land that are not owned or leased by the Developer or the Association but which are maintained by the Association or the Developer for the use and benefit of the Members and the Properties. Without limiting the foregoing, Lots 29, 30 and 31 Block A; Lots 17, 18, and 19 Block B; Lot 15 Block C; Lot 4 Block E; and Lot 1 Block G; of Glenwyck Farms are designated as Common Area. Declarant shall at all times have and retain the right but without obligation whatsoever to affect minor redesigns or reconfigurations of the Common Area and to execute any open space declarations applicable to the Common Area which may be permitted in order to reduce property taxes, and to take whatever steps as may be appropriate to lawfully avoid or minimize the imposition of federal and state ad valorem and/or income taxes.

(l) "Common Expenses" shall mean all costs and expenses payable by the Association pursuant to the provisions of these Covenants, the Bylaws or a resolution duly adopted by the Board of Directors or the Owners.

(m) "Covenants" shall mean the covenants, conditions, easements, charges, servitudes, liens, reservations and assessments set forth herein.

(n) "Deed" shall mean a deed or other instruments conveying the fee simple title to a Lot.

(o) "Declarant" is and shall mean Glenwyck Farms, Ltd., a Texas Limited Partnership, and any party to whom it shall expressly assign in writing its rights, powers, privileges or prerogatives hereunder.

(p) "Developer" is and shall mean Glenwyck Farms, Ltd., a Texas Limited Partnership, and any party to whom it shall expressly assign in writing its rights, powers, privileges or prerogatives hereunder.

(q) "First Lien Indebtedness" shall mean any indebtedness incurred for the acquisition of a Lot/Residence or construction of a Residence on a Lot which, by its terms is secured by a first and prior lien or encumbrance upon a Lot, and any refinancing of any such indebtedness.

(r) "First Mortgage" shall mean any bank, insurance company, savings and loan association, mortgage company, agency or instrumentality of the United States Government or other institutional holder of First Lien Indebtedness.

(s) "Home Builder" or "Builder" shall mean any builder building a Residence upon a Lot in the normal course of the builder's business for profit.

(t) "Land" shall mean that certain tract of land located in Tarrant County, Texas, and more particularly described in Exhibit "A" attached hereto and made a part hereof, together with all and singular the rights and appurtenances pertaining thereto, and any other tract or land made subject to this Declaration as a result of the recording of any Supplemental Declaration pursuant to Section 2.03 below.

(u) "Lot" or "Lots" shall mean, individually or collectively, those Lots and all rights and appurtenances thereto upon which a Residence exists or is to be constructed and which may be added or changed on the final plat to be filed with the Town of Westlake, all of GLENWYCK FARMS, future additions according to the Plats thereof recorded per Section 1.01 (a) and any other tract, land, or other such Lots made subject to this Declaration or "Future Phase(s), or any other tract, land or other such Lots made subject to Covenants with which are made Supplemental to these Covenants."

(v) "Owner" shall mean and refer to the person or persons, entity or entities, who own of record fee simple title to a Lot including any other tract or land made subject to this Declaration or any Supplemental Declaration per Section 2.03 below. Owner is not the Developer for purposes of this Declaration. The foregoing is not intended to include persons or entities holding Declaration of Covenants and Restrictions - Glenwyck Farms

interest merely as security for the performance of an obligation unless and until it acquires legal title to a Lot.

(w) "Plat" shall mean that certain Plat depicting the Addition, as recorded per Section 1.01 (a).

(x) "Property" shall mean the real Property described above and on Exhibit "A".

(y) "Residence" shall mean a Building which is located wholly on a Lot and which is designed as a single-family dwelling unit.

(z) "Subdivision" shall mean the same as "Addition" in Section 1.01, Item (a).

(aa) "Taxing Authority" shall mean Tarrant County; Town of Westlake; and the Carroll Independent School District. Glenwyck Farms is located in Tarrant County. Legal filings for the Land will be filed in Tarrant County.

## **ARTICLE II**

### **GENERAL PROVISIONS**

**Section 2.01** As of the date the Covenants are filed of record in the Deed Records of Tarrant County, Texas, the Land shall be subject to the Covenants and said Covenants shall run with the Land, be for the benefit of, and bind all successors, heirs, and assignees of the property owner and burden the Land.

**Section 2.02** As of the date the Covenants are filed of record in the Deed Records of Tarrant County, Texas, the Covenants shall be binding upon and for the benefit of each Developer, Declarant and Owner and such Owner's heirs, executors, administrators, trustees, personal representatives, successors and assigns, whether or not so provided or otherwise mentioned in the Deed.

**Section 2.03** The Association as contemplated herein shall be the Association created under these Covenants (which may also serve as the Association for other land which Declarant has made or may subsequently make subject to Covenants declared by Declarant to be supplemental to these Covenants), and the ACC as contemplated herein shall be the ACC created under these Covenants (which may also serve as the ACC for other land which Declarant has made or may subsequently make subject to Covenants declared by Declarant to be supplemental to these Covenants). The terms "Owner", "Lot", "Land", "Property", "Common Area", and other defined terms, as used herein, shall include Owners, Lots, Land, Property, Common Areas and other comparable terms as context requires, as described in these Covenants (and shall also include such persons and property owning or contained within other land which Declarant has made or may subsequently make subject to Covenants declared by Declarant to be supplemental to these Covenants). The provisions of this Section 2.03 shall govern and control over any other inconsistent or conflicting provision of these Covenants.

**Section 2.04** In addition to the Developer, Declarant, and Association, which shall be responsible for maintaining all private streets, private utilities, and private common areas and facilities, and for enforcing the Restrictions, Covenants and Conditions; but the Town of Westlake also shall have the right to enforce the Restrictions, Covenants and Conditions in its sole discretion.

### **ARTICLE III**

#### **USE RESTRICTIONS**

##### **Section 3.00 CONSTRUCTION PROVISIONS**

(a) **Plan Approval Required.** No Residence or Structure shall be constructed within the Property until the plans therefore have been approved by the ACC as provided herein. (See Article VII)

(b) **Establishment of Architectural Control Committee** (See Article VII)

(c) **Approval Process.** (See Article VII)

(1) **Submission of Plans.** Any party wishing to construct a Residence or any Structure on the Property shall submit one (1) copy of complete plans and specifications thereof to the ACC for its approval prior to commencing construction. Such plans and specifications shall include engineering information, landscaping description, and construction plans showing the location and elevations of the proposed Residence or Structure and the materials to be used in constructing the same, all in sufficient detail to enable the ACC to evaluate the proposed Structure or Residence. The ACC may request additional information, including samples of proposed materials to aid it in its decision process. After receipt of a complete set of plans and specifications, the ACC shall promptly review the same and notify the Person submitting whether it approves the plans or whether it requires changes thereto. Alternately, the ACC may disapprove a set of plans by so noting by Letter delivered to the Person submitting, accompanied by a statement of the reasons for disapproval. No construction shall be commenced on any portion of the Property unless and until the plans for the Residence or Structure in questions have been approved by the ACC. (See Article VII for details)

(2) **Time for Review/Approval.** 30 days - See Article 7.02

(3) **Review Standards.** The ACC, in reviewing and approving plans for construction of Structures or Residences, shall use commercially reasonable efforts to promote and ensure a high level of taste, design quality, aesthetic harmony, and conformity throughout the Property, consistent with the standards established by this Declaration.

(4) **Guidelines/Building Standards.** The Declarant or the ACC may, from time to time, establish specific guidelines and building standards to assist Persons in determining the type of Structures and Residences which may be constructed on the Property. The ACC or



Declarant may amend or modify such guidelines or standards from time to time in its sole discretion. Such guidelines or standards shall supplement this Declaration and be general guides to permitted construction within the Property, but shall not diminish the authority of the ACC to approve plans as otherwise herein provided.

(5) **Limitation of Liability.** Neither the Declarant, its officers, partners, agents, employees or representatives, nor the Association, Board (including its members), or Developer shall be liable to any person for any official ACC act related to submitted plans. No approval of any plans by the ACC shall be construed to mean that the plans comply with any applicable law, building code, or governmental regulation, it being the responsibility of the Person submitting any plans to assure compliance with all applicable laws. Declarant and members of the ACC shall have no liability for decisions made by them regarding the approval of plans, so long as the decisions are made in good faith and are not discriminatory, arbitrary, or capricious.

### **Section 3.01 Permitted Uses**

(a) **Lots Limited to Residential Use.** Except as otherwise provided in this Declaration, Lots shall be used only for single family, private residential purposes and activities reasonably related thereto. The Owners of any Lot shall have the right to lease or rent all, but not less than all, of such Lot with the Residence and appurtenances thereon. Any such lease or tenancy is and shall be subject to all of the provisions of this Declaration.

(b) **Common Area Uses.**

(1) All Common Areas within the land are hereby restricted as follows: No light fixtures, athletic fields, athletic scoring posts, or any other structures improvements or amenities shall be installed, constructed, or placed upon the Common Areas; save and except for the bike and pedestrian trails, sprinkler systems and landscaping located upon such Common Areas as of the date hereof.

(2) In addition to Common Areas, the "Open Space Corridor" shall be constructed, restricted and maintained as required by the Glenwyck Farms Subdivision Improvement Agreement between the Town and the Developer. (See Exhibit "E").

(c) **Sales Offices and Similar Uses.** Declarant may maintain one or more offices or trailers on Lots; otherwise, no other trailers are allowed.

(d) **Street access between Lot 16 Block B and Lot 1 Block C.** The owner of the East property, (29.009 acres Randall and Sherry Reed Vol. 1.3829, PG. 0284 D.R.T.C.T. shown on Exhibit "F" currently owned by Randall Reed and Sherry Reed), shall be permitted perpetual access to East property (only the portion shown on Exhibit F as East Property) through Glenwyck Farms gates and streets and is not required to have membership in the Homeowners' Association. The Declarant has authority over any exceptions to this provision. The East Property owner will be charged for Toll Tag and other and replacement of such entry devices.

### **Section 3.02 Prohibited Uses and Activities.**

(a) **No Further Subdivision.** No Lot may be subdivided. Lots may be combined for the purpose of constructing a single residence on more than one Lot only upon written approval of the Declarant or the ACC. Without regard to any such permitted subdivision or combination, the Lots involved shall continue to be treated as single individual Lots hereunder for all other purposes, including voting in the Association and assessing and collecting Assessments.

(b) **Changes in Grade.** Grading shall be in compliance with the Town approved development grading plan and in compliance with all applicable laws.

(c) **Disease** - No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor plant disease or noxious insects.

(d) **Disrepair** - No Building shall be permitted to fall into disrepair and any such Building shall at all times be kept in good condition and repair, adequately painted or otherwise finished.

(e) **Exterior Storage** - No exterior storage of any items of any kind such as storage buildings, greenhouses and workshops shall be permitted except with prior written approval and authorization of the ACC. Any such storage as is approved and authorized shall be in areas attractively screened or concealed (subject to all required approvals as to architectural control) from view from neighboring property, pathways and streets. This provision shall apply without limitation, to wood piles, camping trailers, boat trailers, travel trailers, motor homes, boats, mobile homes and un-mounted pickup camper units. None of the foregoing vehicles shall at any time be used as a residence or office on any Lot, temporarily or permanently.

(f) **Lot** - No Lot shall be maintained or utilized in violation of these Covenants.

(g) **Loud Speakers** - No radio, stereo, broadcast or loud speaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside of any Building without prior written approval and authorization of the ACC.

(h)(1) **Machinery** - No machinery, fixtures or equipment of any type, including without limitation, heating, air conditioning, or refrigeration equipment shall be placed, allowed or maintained upon the ground on any Lot, except with the prior written approval and authorization of the ACC and then only in areas attractively screened or concealed (subject to all required approvals as to architectural control) from the view of neighboring property, pathways and streets; and no such machinery, fixtures, or equipment shall be placed, allowed or maintained anywhere other than on the ground (such as on the roof) except if screened or concealed (subject to all required approvals as to architectural control) in such manner that the screening or concealment thereof appears to be part of the integrated architectural design of the Building and does not have the appearance of a separate piece or pieces of machinery, fixtures or equipment.

(h)(2) **Air Conditioning and Pool Equipment** - As indicated in (h)(1) above the location of the air conditioning equipment and pool equipment must be approved by the ACC. Air

conditioning and pool equipment shall be attractively screened or concealed (subject to all required approvals as to architectural control) from the view of neighboring property, pathways and streets.

(i) **Common Maintenance** - Each Owner of a Lot shall share in the cost of maintenance of entries, walls, fencing, ponds, walking paths, open areas and landscaping that are placed surrounding the Addition in the locations shown on the Plat through an assessment from the Association.

(j) **Mining** - No oil exploration, drilling, development or refining operation and no quarrying or mining operations of any kind, including oil wells, service tanks, tunnels, or mineral excavations or shafts shall be permitted upon or under any Lot; and no derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

(k) **Occupancy**. Each Lot shall be improved with a single family Residence. No Person shall occupy any garage or other cabana with a bedroom or other outbuilding at any time.

(l) **Outdoor Burning Restrictions**. Outdoor burning of trash, leaves, and other items is prohibited. This restriction shall not be construed as prohibiting outdoor cooking on barbecue grills in connection with use of a Residence.

(m) **Outside Lighting** - No outside lighting (other than porch lighting, patio lighting and indirect lighting) shall be placed, allowed or maintained on any Lot without prior written approval and authorization of the ACC. No flag poles shall be permitted on any Lot without prior written approval and authorization of the ACC.

(n) **Parking and Vehicle Restrictions**. All Vehicles shall be parked, stored or placed so as not to be visible from any street or from ground level view from an adjoining Lot, except for temporary parking in the driveway constructed on a Lot. On-street parking shall be limited to temporary parking of guests or invitees of Owners during parties, delivery of services, and similar limited (no more than twelve (12) hour) time periods. Trucks with tonnage in excess of one ton and Vehicles with signage or advertising displays shall not be permitted to repetitively park overnight on the streets, driveways, or other areas within the Property. No Vehicle which transports inflammatory or explosive cargo may be parked or stored within the Property. No inoperative or unlicensed Vehicles may be parked or stored, other than in an enclosed garage, within the Property. Also without limitation, no automobile, truck or other vehicle, regardless of ownership, age, condition or appearance shall remain on any Lot in any manner which could be construed as being stored, neglected, abandoned or otherwise not in frequent use except pursuant to written approval and authorization of the ACC. All work on Vehicles (other than routine maintenance) shall be performed only in an enclosed garage. The foregoing provisions shall not restrict the parking of trucks and other Vehicles as necessary in connection with construction of Residences or other Structures on Lots.

(o) **Specific Use Restrictions**. The Property is restricted solely to residential and related uses; accordingly, no industrial, business, commercial, professional, manufacturing, mineral or

Declaration of Covenants and Restrictions - Glenwyck Farms

other similar use shall be permitted on any part of the Property. This Section shall not be construed so as to prohibit the conduct of a reasonable amount of in-home work, such as computer work or similar activities, provided that such work or activity does not involve the parking of Vehicles of employees, consultants, or other parties other than the occupants of the Residences in question, and does not involve the delivery or pick-up of any materials or services. No church may be maintained on the Property.

(p) **Pet and Animal Restrictions.** Only regular household pets such as cats and dogs shall be permitted on the Property and then only for personal use and not for any business use such as breeding, kennel operations and the like. No other animals shall be permitted to be maintained upon the Property, including the following: cows, horses, bees, hogs, sheep, goats, poultry, or skunks. No more than four (4) domesticated household pets are permitted in any Residence. All pets shall be kept within the fenced-in area of an Owner's Lot and shall not be permitted to run free through the Property.

(q) **Playground Equipment.** No bright colored yard equipment of any kind. Plans for playground equipment, play forts, swing sets and other outdoor yard items must be submitted to the ACC before installation. These items are allowed on a Lot only if they are in subdued colors and in good taste. In addition no statues are allowed in the front yard of a Lot.

(r) **Trash/Garbage Disposal.** Trash, garbage and other waste shall at all times be kept in clean, well maintained, sanitary containers for regular scheduled pickup for removal of such items. Trash, garbage or other waste shall not be dumped on the ground of any Lot or in any Common Area.

(s) **Projections from Structures.** Window air conditioning units and other similar projections are prohibited. The ACC prefers that any vent type projection through the roof of any structure on the Property should be painted the same color as the roof.

(t) **Private Water/Sewer Systems.** Each Resident shall be connected to the Public water and sanitary sewer system, and no private water well, water system or sewer system is permitted within the Property with the exception of well(s) installed for use with the sprinkler system or pond maintenance in the Common Areas only.

(u) **Visible Activities - Outdoors** Outdoor drying of clothes is prohibited. Lawn mowers, rakes, carts, and other yard equipment shall be stored out of view from adjoining Lots and streets when not in use.

(v) **Statuary and Fountains** - Front yard (and side yards next to a street on corner Lots) statuary or fountains are not permitted.

(w) **General Restriction - Nuisances.** In general, no Lot shall be used for any purpose that would constitute a public or private nuisance or that would unreasonably disturb any other Owner in the use and enjoyment of its Lot.

### **Section 3.03 Specific Construction Provisions.**

(a) **Setbacks.** All Residences and other Structures shall be constructed in conformity with the setback requirements of the Town and the building lines reflected on the Plat.

(b) **Structure Size and Type.** Each Residence shall have the minimum of 4,000 square feet of enclosed air-conditioned area or as set forth by the Town in the applicable zoning ordinance. The ACC at its sole discretion has the right to make a variance to this rule up to 10%. Each Residence shall be of new construction on a Lot and no mobile homes or manufactured housing shall be permitted on the Property.

(c) **Garages.** Garages may not face a street and must be side entry or rear entry except in the case of a three car garage constructed so that no more than a one car garage faces the street and is at least twenty feet behind the front building or side line and the two car garage faces a minimum of a 90 degree angle to any street. Any other size garage may not face any street except a written approval at the sole discretion of the ACC is obtained because of circumstances such as distance from the street, screened by other structures or parts of the house, or other unusual circumstances. Written approval of the ACC must be obtained for any variation to the garage entrance requirement. Garages shall provide space for a minimum of two conventional automobiles. A Porte-cochere must also have the approval of the ACC.

(d) **Antennas and Aerials** - All television antennas and other antennas and aerials shall be located inside the attic of the residence constructed on the Lot. Satellite dishes greater than one meter in diameter shall be permitted only if they are properly screened and not visible from any street or the ground level of an adjoining Lot, and do not extend above the height of any fence. Satellite dishes one meter in diameter or smaller may be placed on the roof of a home as long as the dish is mounted behind the peak of the roof. The location of any satellite dish (including one meter in diameter and smaller satellite dish on a roof) must be approved by the ACC. Amateur radio towers and antennas (whether for reception or transmission) and other towers of any kind are prohibited. No exterior television, radio or other antenna of any type shall be placed, allowed or maintained upon any Lot or Building without prior written approval and authorization of the ACC.

(e) **Drainage** - All Lots shall be graded so that no storm water drainage shall flow onto other Lots except as may be shown on the engineers plans on file with the Town of Westlake. All drainage easements are for surface drainage and property owners may not modify drainage gradients or block drainage easements with fencing or landscaping.

(f) **Fences and Walls** - (a) No solid fencing shall be allowed unless made of stone and form an integral part of the entry features or signage. To provide continuity in the fencing, all side or rear fencing shall be made of matching wrought iron per Exhibit "D". All fences and walls shall be six feet (6'0") in height, and shall be located in an area approved by the ACC. (see Exhibit "D") Wing walls as an architectural feature to the house and constructed of the same materials as the main house, shall be permitted provided that placement is in accordance with the required front building setback(s). No fencing shall extend beyond the front building lines or side building lines adjacent to streets on corner Lots.

In addition, Lots 1, 2, 3, 9, 10, 15, and 16 of Block A; Lots 2, 3, 4, 5, 6, 7, 8, 9, 10 of Block C; and Lots 2 and 3 of Block E are required to install wrought iron per Exhibit "D" next to the "Open Space Corridor". For Lot 1 of Block A, the wrought iron will end at the Building Line next to the street. For Lots 9, and 10 of Block A, the wrought iron will end at the Center of the cul-de-sac per Developer's detail. For Lots 15 and 16 of Block A, the wrought iron will end at the 15'/30' PDE, PAE, EAE, and U.E. For Lots 8 and 9 of Block C, the wrought iron will end at the 12.5'/25' Drainage Easement & PAE. For other Lots, the fence will end at the Property Line.

In addition, Lots 20, 21, 22, 23, 24, 25, 26, 27, and 28 of Block A; Lots 1 and 2 of Block B; and Lots 12, 13, and 14 of Block C are required to have wrought iron per Exhibit "D" and retaining wall along Dove Road as installed by Developer. For Lots 21 and 22 of Block A, the wrought iron will end before the 15'/30' PDE, EAE, & VE and an emergency gate shall fill the gap between the Lots.

In addition, Lots 16, 17, 18, 19, and 20 of Block A; Lots 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 of Block B; and Lots 1 and 2 of Block C require wrought iron per Exhibit "D" along the perimeter of the Development.

(g) **Mailboxes** - Each Lot must have a Mailbox assembly which complies as to color, style, size, specifications and locations as provided on Exhibit "B". ( see Section 3.04 (b) )

(h) **Outbuildings** - Location and plans for all outbuildings must be approved by the ACC.

(i) **Pools** - The location and design of any proposed swimming pool, including fencing, pumps, backwash, and any other related paraphernalia must be approved in writing by the ACC.

(j) **Retaining Walls** - Side and rear yard retaining walls must be constructed of stone which match the wall installed by the developer on the back side of Lots 21 through 27 Block A. Front yard retaining walls must be constructed from the same brick or stone used on the house or must meet the same requirement as the side and rear yard retaining walls. No railroad type ties or interlocking concrete block walls are allowed.

(k) **Signage** - No signage may be maintained on any Lot or in the Common Area other than signs of a reasonable size (not to exceed 2'x3') and of tasteful design advertising a Lot or Residence for sale or rent, any such advertising signs shall be subject to approval of the ACC. All signs must be professionally produced and manufactured. Each Owner hereby grants permission to the Developer and the ACC (or either of its duly authorized agents) to enter upon a Lot or any part of the Property and remove any sign, billboard or advertising structure that does not comply with the above requirements and, in doing so, shall not be subject to any liability to any Person whatsoever for trespass, conversion, or any claim for damages in connection with such removal. The Developer and ACC's cost to remove any sign shall be added to the Owner's Maintenance Cost assessment account, be payable upon demand and secured by the Maintenance Lien created in Article VI.

(l) **Tennis court / sports court / swimming pool / recreational facilities** - May be constructed within any Lot provided the plans therefore are approved prior to construction by the ACC. Lighting must meet the Town's guidelines.

(m) **Trash Containers** - All trash containers shall be screened from view from adjacent Lots and streets.

(n) **Utility Lines** - All utility lines from each Residence to the common utility lines (i.e., water, gas, sewer, power, cable, etc., utility lines which carry any utility to or sewage from such Residence) shall be maintained by the Owner of such Residence at his own cost and expense.

**Section 3.04 Construction Materials.** All construction materials shall conform to the following provisions:

(a) **Exterior Materials.** All exterior construction materials shall be subject to approval by the ACC as to aesthetic appearance and shall conform to the town ordinances. No dwelling shall be constructed or permitted to exist on any Lot unless at least seventy-five percent (75%) of the exterior is stone or other masonry materials approved in writing by the ACC. The exterior walls of any improvement or structure placed or erected on any Lot or tract shall likewise conform to the Town Building Code. Carports, garages or other outbuildings which may be detached from main dwellings are specifically required to conform with this construction requirement.

All chimneys and fireplaces shall have a brick or other masonry material finish. Brick, Stone and Stucco material are considered masonry. Hardy Plank type materials are not considered masonry material for this purpose pertaining to the chimney.

Wood Windows shall be used on any window which faces any street.

There shall not be erected on any Lot a Residence whose quality of structure and finish does not meet minimum Property standards established by the Building Code of the Town, nor shall any alteration or addition to any Residence be made which does not meet the same minimum Property standards.

(b) **Mailboxes** - Each Lot must have a Mailbox assembly which complies as to color, style, size, specifications and locations as provided on Exhibit "B". ( see Section 3.03 (G) )

(c) **Headwalls for driveway culverts** - Headwalls must be stone to match existing headwall stone installed by developer at drainage culvert between Lots 12 and 13 Block A on Fair Oaks Drive. ( see Section 5.08 (b) )

**Section 3.05 Roof Restrictions.** The roof of main structures and on garage structures shall have a least a 9/12 pitch unless otherwise approved by the ACC. **Wood roofs are not allowed.** **Roof Materials** allowed are Concrete Tile, Clay Tile, Hardi Slate or Hardi Shake, Standing Seam Metal Roof (allowed only if composed of either Copper, "Paint Grip Galvanized" unpainted or Microzinc. Pre-Finished (Factory Painted Metal Roofing is NOT allowed), and composition

roofs which meet or exceed at least a minimum thirty (30) year warranty roof, 300 lb., laminated shingle or equivalent. Weathered wood, Slate and Oxford Gray colors are pre-approved. All roofs must be approved for material and color. A lesser pitch may be approved for a tile or slate roof providing the design and Lot lend themselves to such slope. A slope less than 9/12 must have ACC approval in all cases. The ACC prefers that, any vent type projection through the roof of any structure on the Property should be painted the same color as the roof. (see Exhibit "C" Roofing Materials)

**Section 3.06 Construction Period and Process.** Construction of any Residence shall be pursued with all due diligence and, in any event, shall be completed within twelve (12) months after commencement. Construction of any other Structure shall be completed within the time periods specified in the plan approval process. Builder must provide temporary fencing surrounding construction area and provide trash bins for construction debris and provide for erosion control during construction. All areas under construction shall be maintained in a clean, safe condition, and debris, trash, and rubble shall be stored in appropriate containers and promptly removed from the Property.

(a) **Landscaping.** All landscaping shall be in accordance with the Town of Westlake's landscaping, tree preservation and open space ordinances. Variations shall meet or exceed the goals of the ordinance. The Home Builder shall be responsible for providing landscaping for each individual Lot as required by the Town of Westlake's Unified Development Code. Thus, In the case of new construction, landscaping and required tree planting shall be installed by and is the responsibility of the Builder to complete such landscaping and required tree planting prior to occupancy of the Residence. All Lots shall be appropriately landscaped, including planting of grass and other plants and maintenance of such in conformity with other improvements on the Property. The height of all hedges shall be in conformity with height of fences and walls, and no hedge shall be maintained in a manner that obstructs the visibility of intersections of streets.

(b) **Sprinkler System** - Each Lot on which a residential living unit is constructed shall have and contain an underground water sprinkler system for the purpose of providing sufficient water (to preserve and maintain landscaping in a healthy and attractive condition) to the yard.

(c) **Right to Waive or Modify Specific Construction Provisions.** The ACC shall have the right, in its discretion, to grant reasonable waivers of the construction provisions set forth in this Declaration, and any such waiver shall not entitle any other person to a similar waiver.

**Section 3.07 Declarant Rights.** So long as Declarant owns any Lot, Declarant may exercise any other rights of the ACC under this Article III.

## **ARTICLE IV**

### **ASSOCIATION, ORGANIZATION AND MANAGEMENT**

**Section 4.01** The Board of Directors of the Association shall consist of not less than three (3) nor more than nine (9) members, the exact number to be fixed in accordance with the provisions of the Bylaws.



**Section 4.02** The Association shall have two classes of voting memberships:

(a) **Class A:** Class A members shall be all Owners with the exception of Class B members. After Section 4.02 (b) requirements have been met, Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be members of the Association; however, the vote for such Lot shall be exercised as they, among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) **Class B:** Class B members shall be the Declarant and any Builder. All builder(s) votes are automatically conveyed to the Declarant. The Declarant, at its sole discretion, may convey a builder(s) vote back to any Builder in writing. Until the earlier of December 31, 2009 or such time as all Lots held by the Class B member(s) have been sold, all votes of the Association shall be cast solely by the Class B Members, to the exclusion of the Class A Members. At such time as all Lots held by Class B Members have been sold and conveyed, the Class B membership of the Association shall terminate and all votes shall thereafter be cast solely by Class A members. The Declarant may at its sole discretion and at any time convert Class B member(s) to Class A member(s) and give up its rights as Class B member(s).

**Section 4.03** Each Owner of a Lot shall be a member of the Association, and such membership shall continue so long as such person or entity continues to be an Owner. The membership of an Owner in the Association shall be appurtenant to and may not be separated from record ownership of any Lot, and the transfer of any membership in the Association which is not made as a part of a transfer of a Lot shall be null and void. Ownership of a Lot shall be the sole qualification of being a member of the Association. Each Owner shall comply with all rules and regulations as established by the Association from time to time.

**Section 4.04** The Association shall have the duty to maintain all Common Areas on the Land (see Section 1.01 (k) ) and shall have the right, power and authority to do any act which is consistent with or required by the provisions of these Covenants or the Bylaws, whether the same be expressed or implied, including but not limited to the following:

(a) The power to levy and collect Assessments (of whatever nature) for the maintenance, repair or replacement of the common areas existing on the Land and for such other purposes as are herein provided for;

(b) The power to keep accounting records with respect to all activities and operation of the Association;

(c) The power to contract with and employ others for maintenance and repair;

(d) The power to adopt schedules, procedures, rules and regulations concerning the operation of the Association, including, but not limited to any and all Common Areas and Association amenities owned by the Association;

(e) The power to appoint a Management Company to operate the Association; and

(f) The Board of Directors may, at its sole discretion, enter into contracts with third parties to oversee the daily operation and management of the Association. These third parties may, and probably will, have fees, which will be charged to an Owner for the transfer of a significant estate or fee simple title to a Lot and the issuance of a Resale Certificate. The Association or its agent shall not be required to issue a Resale Certificate until payment for the cost thereof has been received by the Association or its agent. Transfer fees and fees for issuance of a Resale Certificate are not refundable and may not be regarded as a prepayment of or credit against regular or special assessments. This section does not obligate the Board of Directors or any third party to levy such fees.

(g) Any and all powers as contemplated by the Articles of Incorporation and By-Laws. When there is a conflict between these covenants and the Articles of Incorporation and By-Laws, the Board of Directors is entitled to decide which rule will apply.

**Section 4.05** The Association, through the Board of Directors, shall have the right to enforce these Covenants, except and to the extent that the right to enforce certain provisions hereof has been granted to the ACC, whether expressly or by implication. If the Board of Directors shall fail or refuse to enforce these Covenants for a period of time of no more than fifteen (15) days, after written request to do so, then any aggrieved Owner may enforce these Covenants on his own behalf by appropriate action, whether in law or in equity.

## **ARTICLE V**

### **ASSESSMENTS, MAINTENANCE FUND AND ASSESSMENT LIENS**

**Section 5.01** The Association shall possess the right, power, authority and obligation to establish and collect an annual assessment sufficient in the judgment of the Board of Directors to pay when due all charges and expenses related to the operations of the Association. The annual assessment for Builders and home Owners shall be the sum of Two Thousand Nine Hundred Dollars (\$2,900.00) per Lot. The Board may revise the maximum annual assessment for each Lot, provided that the maximum annual assessment may not be increased during any calendar year more than twenty-five percent (25%) above the maximum annual assessment for the previous year unless approved by the Association's Members as provided in Article IV. The annual assessment for Vacant Lots or homes under construction is One Thousand Two Hundred and Fifty Dollars (\$1,250) per year. The annual assessment for completed Residences is Two Thousand Nine Hundred Dollars (\$2,900) per Lot prorated from the closing date of the Lot through the end of the respective year for Association expenses. The Board will determine, at its sole discretion, when a Residence is a completed Residence. A one time Capital Improvement Assessment of \$600 per Lot is charged at the closing of each Lot. The Developer(s) does (do) not pay Association dues and at the Developer's sole discretion may, but shall have no obligation to, make up shortfalls in the Association expenditures until such time as the Declarant turns the Association over to the Association Members. (If the Developer decides to make up any shortfall in the operating budget of the Association due in part to the failure of the Association to collect delinquent Assessments, then the Association shall immediately and vigorously pursue

collection of such delinquent Assessments through foreclosure, if necessary, and shall reimburse the Developer the amounts, if any, so collected.) Association funds are used to maintain the common landscape, amenities, lakes, fountains, pools, entries, Association management fees, Open Space Corridor and other Association expenses. The annual assessments so established shall be payable by the Owners on or before the twentieth (20th) day of January of each year during the term of these Covenants. If any assessment or any part thereof is not paid when due, the unpaid amount of such assessment shall be subject to a late charge handling fee of \$25.00 per month, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Property subject thereto, and there shall be added to the amount of such unpaid assessment any and all costs of collection incurred by the Association, including reasonable attorney's fees. No consent or approval of the Owners shall be required for the establishment of the annual assessments contemplated by this Section.

**Section 5.02** Prior to the commencement of each calendar year, the Association, through the Board of Directors, shall prepare a budget setting forth the anticipated expenses and assessment for each Lot for the ensuing year. Such budget shall be in sufficient detail so as to inform each Owner of the nature and extent of the expenses anticipated to be incurred, and shall be accompanied by a statement setting forth each Owner's annual pro rata share thereof. No further communication shall be necessary to establish the amount of each Owner's obligation regarding the annual assessment payable hereunder, and the failure of the Board of Directors to timely deliver the budget provided for herein shall in no event excuse or relieve an Owner from the payment of the annual assessments contemplated hereby. Any budget prepared and delivered to the Owners as hereby contemplated may be amended as and to the extent reasonably necessary, and the amount of an Owner's annual assessment changed, to correspond therewith.

**Section 5.03** In addition to the annual assessments contemplated hereunder, the Association shall possess the right, power and authority to establish special assessments from time to time as may be necessary or appropriate in the judgment of the Board of Directors to pay (i) nonrecurring expenses relating to the proper operation, management and the administration of the Association, or (ii) nonrecurring expenses relating to the proper maintenance, care, alteration, improvement, or reconstruction of specific Lots (including the Buildings thereon) in the manner hereafter specified.

**Section 5.04** Each Owner shall be personally obligated to pay his pro rata share of all assessments established pursuant to these Covenants. Each Owner's pro rata share shall be equal to a percentage of the total amount of the assessments established pursuant to these Covenants determined by dividing one (1) by the total number of Lots. Any unpaid assessments shall constitute the personal obligation of the Owner of such Lot at the time such assessment is due. No Owner shall be entitled to exempt himself from the liability of such Owner's obligation to pay such assessment by an abandonment of his Lot or by any other action whatsoever. Any such assessment not paid within twenty (20) days of the date due shall be subject to a \$25 late charge, and the Association may, at its election, bring action at Law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto, and there shall be added an amount of such unpaid assessment any and all costs of collection incurred by the Association, including reasonable attorney's fees. It shall

be the responsibility of the Board of Directors to collect any such delinquent assessment, the existence of which shall be made known by written notice delivered to the defaulting Owner and such Owner's First Mortgagee.

**Section 5.05** An Owner's pro rata share of all assessments established pursuant to these Covenants shall be secured by a lien upon such Owner's Lot and the Residence located thereon in favor of the Association, which lien shall be prior and superior to all of the liens and encumbrances upon such Lot and Residence, regardless of how created, evidenced or perfected, other than the liens securing the payment of First Lien Indebtedness and the lien for unpaid taxes, assessments and other governmental impositions. Such lien and encumbrances may be enforced by any means available at law or in equity, including, without limitation, a non-judicial foreclosure sale of the Lot of a defaulting Owner conducted in accordance with the provisions of V.T.C.A. Property Code Section 51.002 with the Board of Directors having the power to appoint a trustee to conduct such a sale. The Association or any other Owner may be the purchaser at such foreclosure sale.

**Section 5.06** The Association shall promptly transmit to an Owner, such Owner's First Mortgagee, or any other interested party requesting such information, a statement setting forth the amount of any delinquent assessment payable by an Owner, as well as the amount of the annual assessment payable at the time of such request.

**Section 5.07 "The Open Space Corridor"**

(a) The Glenwyck Farms Homeowners' Association shall maintain the Open Space Corridor (Lot 1 Block F on the Glenwyck Farms Plat is owned by the Town of Westlake, Texas) for the first three years following the completion of the improvements. After this period, the Homeowners Association shall share equally in the cost of maintaining the improvements and character of the Open Space Corridor. The Town shall keep a record of its expenses incurred in the maintenance and repair of the Open Space Corridor and its improvement, and forward an accounting to the Homeowners' Association which shall be responsible for paying fifty (50%) percent of the costs incurred by the Town not later than sixty (60) days after receipt of the written request for payment. Contributions by the Homeowners' Association towards maintenance of the Open Space Corridor shall cease when, and if, the Town imposes and collects ad valorem taxes on the property within the subdivision.

(b) Access to Open Space Corridor: Public access to the Open Space Corridor shall be provided in accordance with the Town approved preliminary plat.

(c) Open Space Corridor Lighting: The Town reserves the right to add improvements to the Open Space Corridor in accordance with the Open Space Plan. The Open Space Corridor shall serve as passive park with only limited amount of lighting added to the park in accordance with the town standards for maximum spill-over light at the residential property line, and with nominal illumination to provide for security or aesthetic effect. In no case shall a lighting source be directly visible from a residential property.

## **Section 5.08 Streets and Other Maintenance Requirements**

(a) Streets: The Declarant shall enter into a long-term Agreement for the maintenance of the private streets and access gates, if any, for the benefit of and binding upon the Homeowners' Association.

(b) Headwalls for driveway culverts - Headwalls must be stone to match existing headwall stone installed by developer at drainage culvert between Lots 12 and 13 Block A on Fair Oaks Drive. ( see Section 3.04 (c) )

## **ARTICLE VI**

### **IMPROPER MAINTENANCE BY OWNER**

**Section 6.01** In the event any Lot (including any Building or Residence located thereon) is, in the judgment of the ACC or of the Association, through the Board of Directors, so maintained by its Owner as to not comply with these Covenants or so as to present a public or private nuisance or so as to substantially detract from the appearance or quality of the neighboring Lots or other areas of the Land which are substantially affected thereby or related thereto, the ACC or the Association, through the Board of Directors, may, by resolution, make a finding to that effect specifying the particular condition or conditions which exist, and pursuant thereto deliver notice thereof to the offending Owner that unless corrective action is taken within ten (10) days, the Association will cause such action to be taken at such Owner's cost. If at the expiration of said ten (10) day period of time the requisite corrective action has not been taken, the Board of Directors shall be authorized and empowered, on behalf of the Association, to cause such action to be taken without liability to the Declarant, Developer or Board of Directors and the cost (the "Maintenance Cost") thereof shall be assessed against the Lot of the offending Owner and shall be secured by the Maintenance Lien as hereinafter provided. Written notice of such assessment shall be delivered to the offending Owner, which notice shall specify the amount of such Maintenance Cost and shall demand payment thereof within thirty (30) days after the date of said notice.

**Section 6.02** The Board of Directors shall have the right, at any time there are unpaid Maintenance Costs outstanding with respect to a Lot, to file with the County Clerk of the County (1.01(j)), a statement describing such Lot and declaring the amount of unpaid Maintenance Costs relating thereto in which event, upon such filing, there shall automatically be imposed upon such Lot a Lien (the "Maintenance Lien") in favor of the Association for the amount of such unpaid Maintenance Costs and reasonable attorney's fees and collection costs relating to any such Lot. Upon payment of the Maintenance Costs secured by such Maintenance Lien by or on behalf of the Lot against which the Maintenance Lien is imposed, the Board of Directors shall file of record with the County Clerk of the County (1.01(j)), an appropriate release of such Maintenance Lien previously filed against the Lot thereof for such Maintenance Costs. The Maintenance Lien shall be for the sole benefit of the Association.

**Section 6.03** Each Owner, for himself, his heirs, executors, administrators, trustee, personal representatives, successors and assigns, covenants and agrees:

(a) That he will pay to the Association within fifteen (15) days after the date of written notice thereof any Maintenance Costs assessed against his Lot; and

(b) That by accepting any Deed of his Lot, he shall be and remain personally liable for any and all Maintenance Costs assessed against his Lot while he is (or was) the Owner thereof, regardless of whether such Covenants or agreements are expressed in such Deed and regardless of whether he signed the Deed.

**Section 6.04** If the Owner of any Lot fails to pay the Maintenance Costs when due, the Board of Directors may enforce the payment of the Maintenance Costs and/or the Maintenance Lien by taking either or both of the following actions, concurrently or separately (and by exercising either of the remedies hereinafter set forth, the Board of Directors does not preclude or waive its rights to exercise the other remedy):

(a) Bring an action at law and recover judgment against the Owner personally obligated to pay Maintenance Costs;

(b) Foreclose the Maintenance Lien against the Lot in accordance with the prevailing Texas law relating to the foreclosure of realty mortgages and liens (including the power of conducting a non-judicial sale in accordance with the provisions of V.T.C.A. Property Code Section 51.002 and the right to recover a deficiency). The Board of Directors shall have the power to appoint a trustee to conduct such sale.

The sale or transfer of any Lot shall not affect the Maintenance Lien.

**Section 6.05** In any action taken pursuant to Section 6.04 of this Article, the Owner shall be personally liable for, and the Maintenance Lien shall be deemed to secure the amount of, the Maintenance Cost together with a \$25 handling charge, and the Association may, at its election, bring action at Law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto, and there shall be added an amount of such unpaid assessment any and all costs of collection incurred by the Association, including reasonable attorney's fees.

## **ARTICLE VII**

### **ARCHITECTURAL CONTROL**

**Section 7.01** The Architectural Control Committee (ACC) (herein so called), which shall be composed of three (3) or more individuals selected and appointed by the Declarant and shall serve for as long as the Declarant at its sole discretion desires or until such time as the Declarant gives control of the ACC to the Board of Directors. The Committee shall function as the representative of the Owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of the residential development.

All matters before the ACC shall be decided by majority vote of its members. At any time, the Declarant may delegate and assign to the Board of Directors, all of the Declarant's power and

Declaration of Covenants and Restrictions - Glenwyck Farms

right to change the membership of the Committee, to withdraw or add powers and duties from or to the Committee, or to restore the powers and duties of the Committee. In the event of the death, incapacity or resignation of a member of the ACC, the successor for such member shall be appointed by the Declarant if such death, incapacity or resignation occurs on or before the Declarant conveys these powers to the Association, and by the Association if such death, incapacity or resignation occurs thereafter.

**Section 7.02** No Building, fence, wall, sign, exterior light, or other structure or apparatus, either permanent or temporary shall be commenced, erected, placed or maintained upon the Land (or any Lot constituting a part thereof), nor shall alteration, excavation, subdivision or re-subdivision thereof, including without limitation changes in or alterations of grade, roadways and walkways, be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location and other material attributes of the same shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the ACC. All plans and specifications submitted to the ACC shall include a plot plan showing the location of the Improvements, the plan for drainage and the construction plans giving the dimensions of the plan for drainage and the construction plans giving the dimensions of all improvements, and shall specify in addition to construction diagrams and specifications, all materials to be used and color schemes for all improvements. Plans must be submitted ten (10) days prior to any construction, and plans will be kept on file until the Residence is completed. If the ACC fails to approve, respond in writing for more information or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, approval of the ACC will be deemed to have given, and this Article will be deemed to have been fully complied with. If the ACC has responded to the applicant in writing within the thirty (30) day time period, the applicant must meet the request of the ACC in writing by additional plans or information. The ACC then must review the revised plans and approve or disapprove such plans within thirty (30) days after such plans and specifications have been re-submitted to it. The ACC shall have the right, all in the sole discretion of the ACC, to disapprove any plans and specifications submitted to it for any of the following reasons:

(a) If such plans and specifications are not in accordance with any of the provisions of these Covenants or the codes, ordinances and regulations of the Town;

(b) If the external design, elevation, appearance, location or color scheme for the proposed improvements are not in harmony with the general surroundings of the Land or with the adjacent dwellings or structures or with the topography;

(c) If the plans and specifications submitted are incomplete;

(d) If the design, appearance or location of any landscaping is not in harmony with the general surroundings or topography;

(e) If the plans do not provide for adequate structural integrity or structural support for the improvements; or

(f) If the ACC deems the plans and specifications, or any part thereof, to be contrary to the interest, welfare or rights of any or all parts of the Land.

The ACC is authorized to accept whatever drawings, plans or specifications as it deems desirable within its sole discretion to be in satisfaction of the foregoing. The decision of the ACC shall be final, conclusive and binding upon all Owners. Neither the ACC nor Declarant nor Developer shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications. In addition the Owner is solely responsible for the plans and specifications meeting applicable governmental regulations. The signature of any member of the ACC on any such plans and specifications with "approved" or "disapproved" written or stamped thereon shall be prima facie evidence as to such approval or disapproval being the act of the full ACC.

## **ARTICLE VIII**

### **VARIANCES**

**Section 8.01** The ACC may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein; provided, however, that such is done in conformity to the intent and purposes hereof and provided also that in every instance such variance or adjustments will not be materially detrimental or injurious to other Lots or improvements on the Land.

## **ARTICLE IX**

### **LAND SUBJECT TO THIS DECLARATION**

**Section 9.01** All of the Property on Exhibit "A" (except the "Open Space Corridor") and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Developer, and any subsequent owner of all or any part thereof, is subject to these Covenants and the covenants, restrictions, charges and liens set forth herein.

## **ARTICLE X**

### **MISCELLANEOUS**

**Section 10.01** These Covenants may be revoked or amended in the following manner:

(a) Until December 31, 2049, seventy-five percent (75%) of the Owners may from time to time, revoke or amend these Covenants for any purpose by instrument bearing the signature of seventy-five (75%) of the Owners, duly acknowledged and recorded in the Deed Records of the Office of the County Clerk of the County (1.01(j)).

(b) On or after December 31, 2049, fifty-five percent (55%) of Owners may from time to time, revoke or amend these Covenants for any purpose by instrument bearing the signatures



of fifty-five percent (55%) of the Owners, duly acknowledged and recorded in the Deed Records of the Office of the County Clerk of the County (1.01(j)).

**Section 10.02** These Covenants shall be effective upon the date of recordation hereof, and as amended from time to time, shall continue in full force and effect to and including December 31, 2049, from and after said date, these Covenants, as amended, shall be automatically extended for successive periods of ten (10) years, unless an affirmative vote to terminate these Covenants is signed by the then Owners of fifty-five percent (55%) of the Lots and filed, at the Association's expense, in the Real Property Records of the County (1.01(j)).

**Section 10.03** If any provision(s) of these Covenants shall be held invalid or unenforceable the same shall not affect the validity or enforceability of any of the other provisions hereof.

**Section 10.04** Whenever notices are required to be sent hereunder, the same shall be sent to the Owner who is the intended recipient, by certified or registered mail, return receipt requested and postage prepaid at the address of such Owner's Lot and further provided that any such notice may be delivered in person. Notices shall be deemed received when actually received and whether or not received when deposited in a regularly maintained receptacle of the United States Postal Service in accordance with the provisions hereof. Notices sent to the ACC or the Association shall be sent by certified or registered mail, return receipt requested and postage prepaid, only at such address as has previously been specified by the ACC to the Owners or by the Board of Directors to the Owners, respectively. The ACC and the Association may, from time to time, change such specified addresses by giving the Owners notice of such change in the manner herein provided.

**Section 10.05** Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

**Section 10.06** All captions, titles or headings of the Articles and Sections in these Covenants are for the purpose of reference and convenience only, and are not to be deemed to limit, modify or otherwise affect any other provisions hereof, or be used in determining the intent or content hereof.

**Section 10.07** If any interest purported to be created by these Covenants is challenged under the Rule Against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be those which would be used in determining the validity of the challenged interest.

**Section 10.08** At a time the Developer chooses, the Developer shall convey to Association, and Association shall accept, the Common Areas, subject to any valid easements and restrictions of record. Ad Valorem taxes on all Common Areas (as defined 1.01 (k)) will be paid by the Association for all years beginning with the year of the date of this document.

#### **Section 10.09 Arbitration of Disputes Involving Declarant or Developer.**

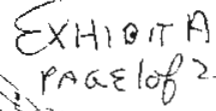
(a) Any and all disputes arising hereunder between an Owner and either Developer or Declarant, shall be submitted to binding arbitration and not to a court for determination. Arbitration shall commence after written notice is given from either party to the other, such arbitration shall be accomplished expeditiously in Tarrant County and shall be conducted in accordance with the rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted by three (3) arbitrators, one of whom shall be appointed by the Owner and one of whom shall be appointed by either Developer or Declarant. The third arbitrator shall be appointed by the first two arbitrators the arbitrators shall be selected from a list of arbitrators submitted by the AAA. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall not commence until the party requesting it has deposited one thousand five hundred and no/100 U. S. Dollars (\$1,500.00) with the arbitrators as a retainer for the arbitrators' fees and costs. The party requesting arbitration shall advance such sums as are required from time to time by the arbitrators to pay the arbitrators' fees and costs, until the prevailing party is determined or the parties have agreed in writing to an alternative allocation of fees and costs. Each party shall pay his/her own legal fees and costs and any other fees incurred in connection with an arbitration proceeding which arises out of or relates in any way to this agreement provided, however, that the arbitration panel shall award the arbitrators' fees and costs to the prevailing party in its arbitration judgment.

(b) Other Dispute Resolutions. Notwithstanding either Developer or Declarant's and Owner's intent to submit any controversy or claim arising out of or relating to this Declaration to arbitration, in the event that a court of competent jurisdiction shall determine or a relevant law shall provide that a particular dispute is not subject to the arbitration provisions in this Section, then the parties agree to the following provision:

(c) Waiver of Trial by Jury. Each Owner acknowledges that this Declaration is a sophisticated legal document. Accordingly, justice will best be served if issues regarding this Declaration are heard by a judge in a court proceeding, and not a jury. Each Owner agrees that any claim, demand, action, or cause or action, with respect to any action, proceeding, claim, counterclaim, or crossclaim, whether in contract and/or in tort (regardless if the tort action is presently recognized or not), based on, arising out of, in connection with or in any way related to this Declaration, any course of conduct, course of dealing, verbal, or written statement, validation, protection, enforcement action or omission of any party shall be heard by a judge in a court proceeding and not a Jury.



10488  
2271 05 5548 Tls  
TYNLTZL JN01  
III QNF H 2348 231-JAM  
C4448-21-08



AMENDED PLAT TO THE FINAL PLAT  
GLENWYCK FARMS

ST01 7YLN:701835 42  
B213B

104,910<sup>±</sup> ACRES

OUT OF THE  
C.M. THROOP SURVEY ABSTRACT NO 1510  
TARRANT COUNTY TEXAS

[illegible]

2009 14 2009

[illegible]

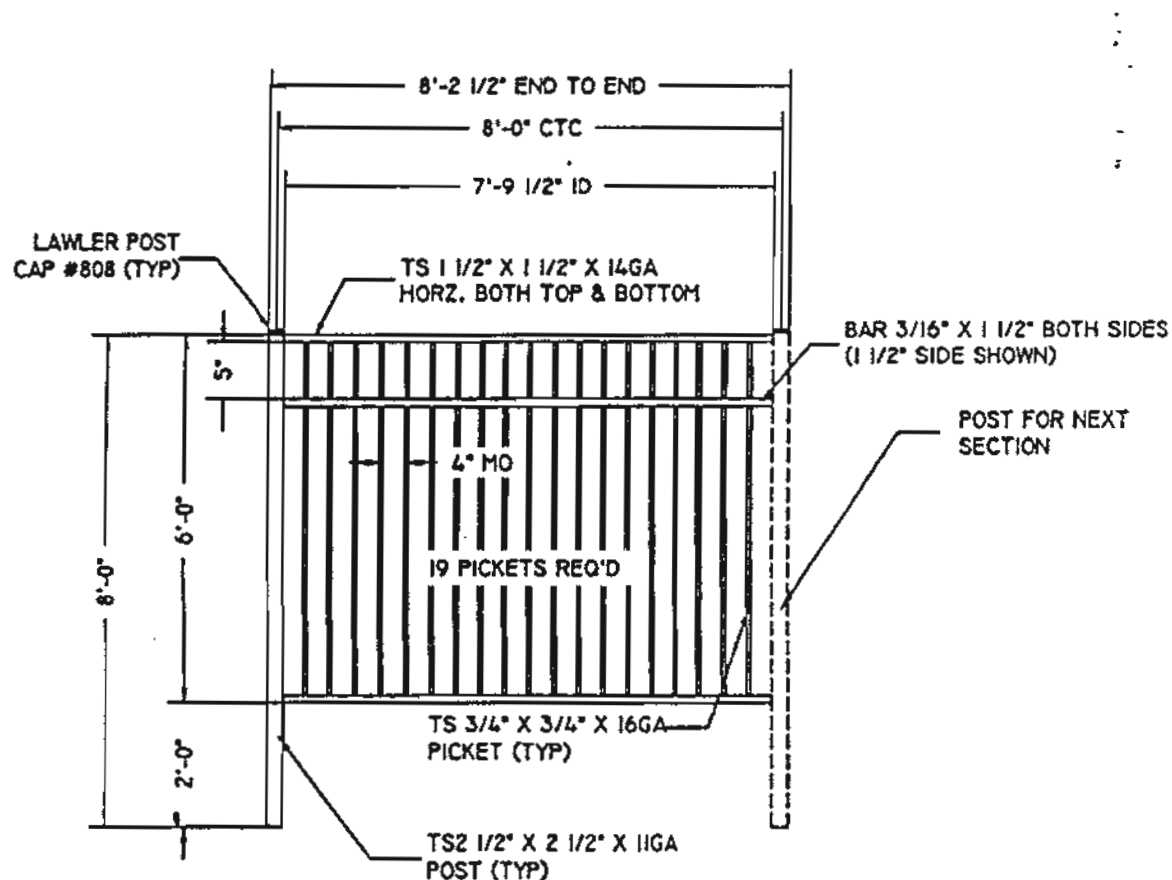
Vol. 2059, PG  
D.R.F.C.T

14





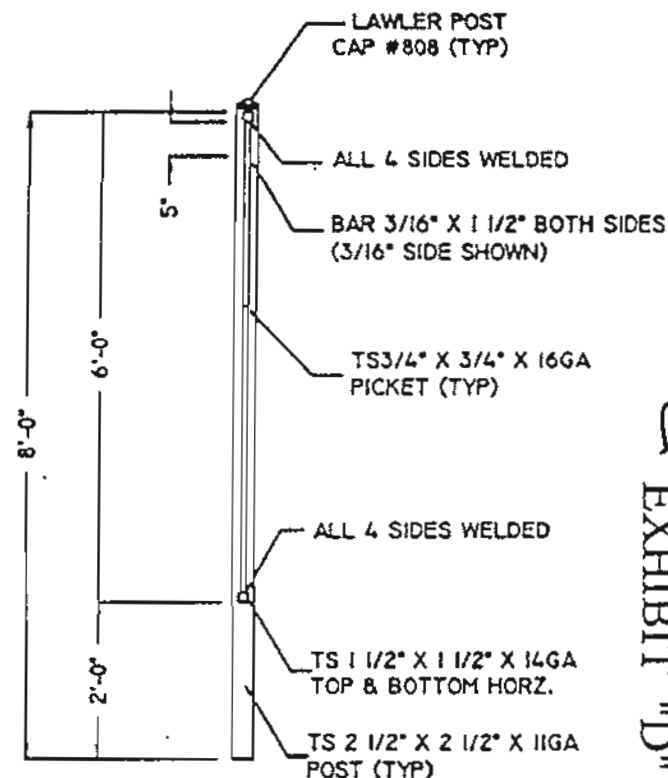




**ELEVATION OF TYPICAL FENCE SECTION**  
 SCALE: NTS

**FENCE SPECS:**

POST 2 1/2" SQ 11GA  
 TOP & BOTTOM HORZ. 1 1/2" SQ 14 GA  
 INTERM: (2) 3/16" X 1 1/2" FLATS  
 CAST IRON CAPS  
 3/4" SQ 16 GA PICKETS - WELDED 4 SIDES  
 FINISH TO BE BAKED ON POWDER COAT -  
 C.T. & S. POLY SB 50 COLOR



**SECTION VIEW THRU FENCE**  
 SCALE: NTS

CORRECTED  
 EXHIBIT "D"

C.T. AND S. 325 TAMPICO ST. IRVING, TX

CONSTRUCTION - METALS  
 TECHNOLOGY - ACCESS  
 SYSTEMS - CONTROLS

OFFICE #: 972-650-0687  
 CELL #: 214-707-0124  
 FAX #: 972-650-4297

PRINT LOG			PROJECT FOR:	
QTY	DATE	FOR	GLENWYCK FARMS	
			CUSTOMER:	
			GLENWYCK FARMS	
			DRAWN BY: BRUCE WITTER	JOB NO: FENCE SPECS
			DATE: 02-08-00	SHT NO: 1 OF 1



## EXHIBIT "E"

### "OPEN SPACE CORRIDOR"

**Section 1.01 (h)** "Open Space Corridor" shall mean that part of Exhibit "A" designated as Common Area/Open Space to be dedicated to Town of Westlake 14.0005 Acres (the "Corridor") Lot 1 Block F. This Open Space Corridor shall be constructed, restricted and maintained by the Association as required by the Glenwyck Farms Subdivision Improvement Agreement between the Town and the Developer. This "Open Space Corridor" shall be approximately 14 acres and shall be used as a public open space corridor (the "Corridor") pursuant to Section 14 of the Subdivision Regulations of the Town of Westlake.

**Section 3.01 (b) (2)** In addition to Common Areas, the "Open Space Corridor" shall be constructed, restricted and maintained as required by the Glenwyck Farms Subdivision Improvement Agreement between the Town and the Developer. (See Exhibit "E").

### Section 5.07 "The Open Space Corridor"

(a) The Glenwyck Farms Homeowners' Association shall maintain the Open Space Corridor (Lot 1 Block F on the Glenwyck Farms Plat is owned by the Town of Westlake, Texas) for the first three years following the completion of the improvements. After this period, the Homeowners Association shall share equally in the cost of maintaining the improvements and character of the Open Space Corridor. The Town shall keep a record of its expenses incurred in the maintenance and repair of the Open Space Corridor and its improvement, and forward an accounting to the Homeowners' Association which shall be responsible for paying fifty (50%) percent of the costs incurred by the Town not later than sixty (60) days after receipt of the written request for payment. Contributions by the Homeowners' Association towards maintenance of the Open Space Corridor shall cease when, and if, the Town imposes and collects ad valorem taxes on the property within the subdivision.

(b) Access to Open Space Corridor: Public access to the Open Space Corridor shall be provided in accordance with the Town approved preliminary plat.

(c) Open Space Corridor Lighting: The Town reserves the right to add improvements to the Open Space Corridor in accordance with the Open Space Plan. The Open Space Corridor shall serve as passive park with only limited amount of lighting added to the park in accordance with the town standards for maximum spill-over light at the residential property line, and with nominal illumination to provide for security or aesthetic effect. In no case shall a lighting source be directly visible from a residential property.

**Section 9.01** All of the Property on Exhibit "A" (except the "Open Space Corridor") and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Developer, and any subsequent owner of all or any part thereof, is subject to these Covenants and the covenants, restrictions, charges and liens set forth herein.

1000-740-000

GLENWYCK FARMS

BOUNDARY LINE AGREEMENT  
VOL. 13822, PG. 0405  
D.R.T.C.T.

20.009 ACRES  
RANDALL REED &  
SHERRY REED  
VOL. 13829, PG. 0284  
D.R.T.C.T.

EAST PROPERTY  
LIMITS

30' TEMPORARY  
CONSTRUCTION  
EASEMENT

KIRKWOOD CREEK

15' SANITARY  
SEWER EASEMENT

30' TEMPORARY  
CONSTRUCTION  
EASEMENT

POINT OF  
BEGINNING

37.310 ACRES  
ALVIN F. OIEN  
VOL. 4181, PG. 644  
D.R.T.C.T.

POINT OF  
COMMENCING

DOVE ROAD  
COUNTY ROAD 3080

EXHIBIT DRAWING

0.2097 ACRE SANITARY SEWER EASEMENT  
TOWN OF WESTLAKE, TARRANT COUNTY, TEXAS

C.M. THROOP SURVEY, ABSTRACT NO. 1510

Job Name: GLENWYCK FARMS

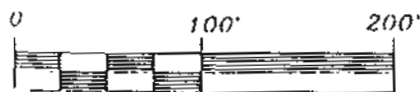
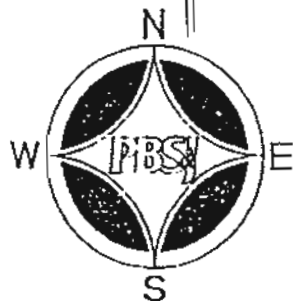
M:\JOB\9805500\TM\SSSMTIC.pro

MARCH 31, 1990



ENGINEERING  
PLANNING  
LANDSCAPE ARCHITECTURE  
SURVEYING

5999 SUMMERSIDE DR., SUITE 202  
DALLAS, TEXAS 75252  
(972) 380-2605  
FAX (972) 380-2609



GRAPHIC SCALE IN FEET

140604770217

D200083227  
GLENWYCK FARMS  
16250 DALLAS PKWY #210  
DALLAS TX 75248

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

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

TO: MERRILL LYNCH

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
200200312	DR2A	LW	04/20/2000	10:11

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D200083227	WD	20000420	10:11	CK 2249

TOTAL : DOCUMENTS: 01 FEES: 71.00

B Y: \_\_\_\_\_

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE  
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

STATE OF TEXAS  
COUNTY OF TARRANT

## OWNER'S CERTIFICATION

✓ 200082478 A 5814  
5815

WHEREAS, the TOWN OF WESTLAKE and GLENWYCK FARMS, LTD., a Texas limited partnership being the owners of a tract of land in the C.M. THROOP SURVEY, Abstract No. 1510, in the Town of Westlake, Tarrant County, Texas, and being known as Glenwyck Farms, according to the plat recorded in Cabinet A, Slides 5765 and 5766 of the Plat Records of Tarrant County, Texas C.M. THROOP SURVEY, Abstract No. 1510, in the Town of Westlake, Tarrant County, Texas and being more particularly described as follows:

**BEGINNING** at a 1" iron rod set in concrete in called north right-of-way line of Dove Road (County Road 3080) per the Boundary Line Agreement Howard Dudley, and wife, Sherry Dudley and Dale L. White and Wanda White, recorded in Volume 13822, Page 0406 of the Deed Records of Tarrant County, Texas;

**THENCE** with the called north and east right-of-way line of said Dove Road, the following courses and distances to wit:

South 89°00'00" West, a distance of 1173.29 feet to a ½" iron rod found for the beginning of a tangent curve to the right, having a central angle of 45°10'00", a radius of 480.86 feet and a chord bearing and distance of North 68°25'00" West, 369.33 feet;  
Northwesterly, with said curve, an arc distance of 379.07 feet to a ½" iron rod found;  
North 45°50'00" West, a distance of 465.20 feet to a ½" iron rod found for the beginning of a tangent curve to the right, having a central angle of 46°41'58", a radius of 463.28 feet and a chord bearing and distance of North 22°29'01" West, 367.23 feet;  
Northwesterly, with said curve, an arc distance of 377.60 feet to a ½" iron rod found;  
North 00°52'00" East, a distance of 1590.16 feet to a ½" iron rod found in the south line of a 65.14 acre tract of land described in deed to MTP-IBM Phase II and III Joint Venture, recorded in Volume 8995, Page 1268 of the Deed Records of Tarrant County, Texas;

**THENCE** with the south line of said 65.14 acre tract and the south line of Lot 1, Block 3 of WESTLAKE/SOUTHLAKE PARK ADDITION NO. 1, an addition to the Town of Westlake, Tarrant County, Texas, recorded in Volume 388-214, Page 79, of the Deed Records of Tarrant County, Texas, EAST, a distance of 1973.19 feet to a ½" iron rod found for an ell corner in the northerly most south line of said Lot 1, Block 3 of WESTLAKE/SOUTHLAKE PARK ADDITION NO. 1;

**THENCE** with the southerly most west line of said Lot 1, Block 3 of WESTLAKE/SOUTHLAKE PARK ADDITION NO. 1, South 00°51'00" West, a distance of 464.00 feet to a ½" iron rod found for the easterly most southwest corner of said Lot 1, Block 3 of WESTLAKE/SOUTHLAKE PARK ADDITION NO. 1;

**THENCE** with the most southerly line of said Lot 1, Block 3 of WESTLAKE/SOUTHLAKE PARK ADDITION NO. 1, North 89°24'22" East, a distance of 10.60 feet to a 1" iron rod set in concrete per the Boundary Line Agreement;

**THENCE** the said Boundary Line Agreement, South 00°18'34" West, a distance of 1905.00 feet the POINT OF BEGINNING and containing 104.3101 acres of land.

D 2000 82478

A 5814  
5815

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT the TOWN OF WESTLAKE and GLENWYCK FARMS, LTD., a Texas limited partnership does hereby adopt this amended plat to the Final Plat of Glenwyck Farms, Ltd. designating the hereon above described property as GLENWYCK FARMS, an addition to the Town of Westlake, Texas and does hereby dedicate to the Town of Westlake in fee simple forever Dove Road Street Right-of-Way as shown thereon. The easements shown thereon are hereby dedicated and reserved for the designated purposes as indicated. The utility, access and fire lane easements shall be open to the public and private utilities for each designated use. The maintenance of paving on the utility, access and fire lane easements is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, and public utilities shall at all times have the full right of ingress and egress to or from and upon the said designated easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Public utilities shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility.

Lot 30, Block A and Lot 18, Block B shall be dedicated, in fee simple, to the Town of Westlake, Lot 29, Block A, Lot 4 of Block E and Lot 17 of Block B are not dedicated and are the private property of Glenwyck Farms, Ltd.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Westlake, Texas.

WITNESS MY HAND at Town of Westlake, Texas, this the 14th day of APRIL, 2000.

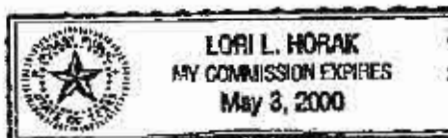
Scott Bradley  
Scott Bradley, Mayor, Town of Westlake

STATE OF TEXAS \*  
COUNTY OF Tarrant \*

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Scott Bradley, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of April, 2000.

Lori L. Horak  
Notary Public, State of Texas



A386

D 2000 82478 A5814 5815

WITNESS MY HAND at Dallas, Texas, this the 14 day of APRIL, 2000.

**GLENWYCK FARMS, LTD.**, a Texas limited partnership  
By: **Warren Clark Development Company, Inc.**  
a Texas corporation  
Its: **Managing Partner**

By: *Dale Clark*  
Dale Clark, President

STATE OF TEXAS  
COUNTY OF Coleman

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Dale Clark, President, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14<sup>th</sup> day of April, 2000.

*Kathleen Sawyer*  
Notary Public, State of Texas



1496



JUNE GARRISON  
Tax Assessor-Collector

ASA P. HAMRICK  
Chief Deputy

**TARRANT COUNTY**  
FORT WORTH, TEXAS 76196-0301

D200082478

A 5814  
S 815

TAX CERTIFICATE FOR ACCOUNT: 00004206061  
AD NUMBER: A1510-4A  
CERTIFICATE NO: 7884425

**COLLECTING AGENCY**

JUNE GARRISON  
PO BOX 961018  
FORT WORTH TX 76181-0018

**REQUESTED BY**

GLENWYCK FARMS LTD.  
16250 DALLAS PKWY STE 210  
DALLAS TX 75248

DATE: 4/19/00

FEE: \$10.00

**PROPERTY DESCRIPTION**

THROOP, CHARLES M SURVEY  
A 1510 TR 4A

\*04206061\*

0001650 DOVE RD  
21.36 ACRES

**PROPERTY OWNER**

GLENWYCK FARMS LTD.  
16250 DALLAS PKWY STE 210  
DALLAS TX 752482683

PAGE 1 OF 2

THIS IS TO CERTIFY THAT THE AD VALOREM RECORDS OF THE TARRANT COUNTY TAX OFFICE TAX ASSESSOR-COLLECTOR REFLECT THE TAX, INTEREST, AND OTHER STATUTORY FEES THAT HAVE BEEN ASSESSED AND ARE NOW DUE TO THE TAXING ENTITIES AND FOR THE YEARS SET OUT BELOW FOR THE DESCRIBED PROPERTY HEREIN. THE TARRANT COUNTY TAX OFFICE TAX ASSESSOR-COLLECTOR MAKES NO CERTIFICATION AS TO THE AMOUNT OF TAX, PENALTY, INTEREST, OR OTHER FEES ASSESSED BY OR DUE ANY TAXING ENTITY FOR THE YEAR OR YEARS FOR WHICH THE TARRANT COUNTY TAX OFFICE TAX ASSESSOR-COLLECTOR DID NOT HAVE THE STATUTORY DUTY TO COLLECT OR KEEP RECORDS OF SUCH COLLECTION. ADDITIONAL TAXES MAY BECOME DUE ON THE DESCRIBED PROPERTY WHICH ARE NOT REFLECTED HEREIN, IF THE SAID DESCRIBED PROPERTY HAS OR IS RECEIVING ANY SPECIAL STATUTORY VALUATIONS THAT MAY TRIGGER TAX ROLLBACK PROVISIONS. THIS CERTIFICATE APPLIES TO AD VALOREM TAXES ONLY AND DOES NOT APPLY TO ANY SPECIAL ASSESSMENT LEVIES.

YEAR	TAX UNIT	AMOUNT DUE
1999	CARROLL ISD	0.00
1999	CARROLL ISD	0.00
1999	CARROLL ISD	0.00
1999	TARRANT CO HOSPITAL DISTRICT	0.00
1999	TARRANT CO HOSPITAL DISTRICT	0.00
1999	TARRANT CO HOSPITAL DISTRICT	0.00
1999	TARRANT COUNTY	0.00
1999	TARRANT COUNTY	0.00
1999	TARRANT COUNTY	0.00
1999	TARRANT COUNTY COLLEGE	0.00
1999	TARRANT COUNTY COLLEGE	0.00
1999	TARRANT COUNTY COLLEGE	0.00
TOTAL		\$0.00

ISSUED TO: GLENWYCK FARMS LTD  
ACCOUNT NUMBER: 00004206061  
TOTAL CERTIFIED TAX: \$0.00

BY [Signature]

TARRANT COUNTY TAX OFFICE

RV [Signature]





JUNE GARRISON  
Tax Assessor-Collector

ASA P. HAMRICK  
Chief Deputy

**TARRANT COUNTY**  
FORT WORTH, TEXAS 76196-0301

2000 82478  
A5814  
5815

A546

TAX CERTIFICATE FOR ACCOUNT : 00007312210

AD NUMBER:

CERTIFICATE NO : 7484426

COLLECTING AGENCY

JUNE GARRISON  
PO BOX 061018  
FORT WORTH TX 76161-0618

REQUESTED BY

GLENWYCK FARMS LTD  
16250 DALLAS PKWY STE 210  
DALLAS TX 76161

DATE : 4/19/00

FEE : \$10.00

PROPERTY DESCRIPTION

THROOP, CHARLES M SURVEY  
A1518 TR 7C  
LESS HOMESITE  
07312210  
0001650 DOVE RD  
29.664 ACRES

PAGE 1 OF 1

PROPERTY OWNER

GLENWYCK FARMS LTD  
16250 DALLAS PKWY STE 210  
DALLAS TX 75248

THIS IS TO CERTIFY THAT THE AD VALOREM RECORDS OF THE TARRANT COUNTY TAX OFFICE TAX ASSESSOR-COLLECTOR REFLECT THE TAX, INTEREST, AND OTHER STATUTORY FEES THAT HAVE BEEN ASSESSED AND ARE NOW DUE TO THE TAXING ENTITIES AND FOR THE YEARS SET OUT BELOW FOR THE DESCRIBED PROPERTY HEREIN. THE TARRANT COUNTY TAX OFFICE TAX ASSESSOR-COLLECTOR MAKES NO CERTIFICATION AS TO THE AMOUNT OF TAX, PENALTY, INTEREST, OR OTHER FEES ASSESSED BY OR DUE ANY TAXING ENTITY FOR THE YEAR OR YEARS FOR WHICH THE TARRANT COUNTY TAX OFFICE TAX ASSESSOR-COLLECTOR DID NOT HAVE THE STATUTORY DUTY TO COLLECT OR KEEP RECORDS OF SUCH COLLECTION. ADDITIONAL TAXES MAY BECOME DUE ON THE DESCRIBED PROPERTY, WHICH ARE NOT REFLECTED HEREIN, IF THE SAID DESCRIBED PROPERTY HAS OR IS RECEIVING ANY SPECIAL STATUTORY VALUATIONS THAT MAY TRIGGER TAX ROLLBACK PROVISIONS. THIS CERTIFICATE APPLIES TO AD VALOREM TAXES ONLY AND DOES NOT APPLY TO ANY SPECIAL ASSESSMENT LEVIES.

YEAR	TAX UNIT	AMOUNT DUE
1999	CARROLL ISD	0.00
1999	TARRANT CO HOSPITAL DISTRICT	0.00
1999	TARRANT COUNTY	0.00
1999	TARRANT COUNTY COLLEGE	0.00
TOTAL		\$0.00

ISSUED TO : GLENWYCK FARMS LTD

ACCOUNT NUMBER: 00007312210

TOTAL CERTIFIED TAX: \$0.00

BY

*[Signature]*

TARRANT COUNTY TAX OFFICE

BY

*[Signature]*



6 of 6



JUNE GARRISON  
Tax Assessor-Collector

ASA P. HAMRICK  
Chief Deputy

**TARRANT COUNTY**  
FORT WORTH, TEXAS 76196-0301

02000 82478

A 5814  
5815

TAX CERTIFICATE FOR ACCOUNT : 00004206126  
AD NUMBER: A1510-7-02  
CERTIFICATE NO : 7884427

**COLLECTING AGENCY**

JUNE GARRISON  
PO BOX 961018  
FORT WORTH TX 76161-0018

**REQUESTED BY**

GLENWICK FARMS LTD  
18250 DALLAS PKWY STE 210  
DALLAS TX 75248

DATE: 4/19/00  
FEE: \$10.00

PAGE 1 OF 1

**PROPERTY DESCRIPTION**

THROOP, CHARLES M SURVEY  
A1510 TR 7

\*04206126\*  
0001750 DOVE RD  
14.57 ACRES

**PROPERTY OWNER**

DUDLEY, HOWARD  
1650 DOVE RD  
ROANOKE TX 762629153

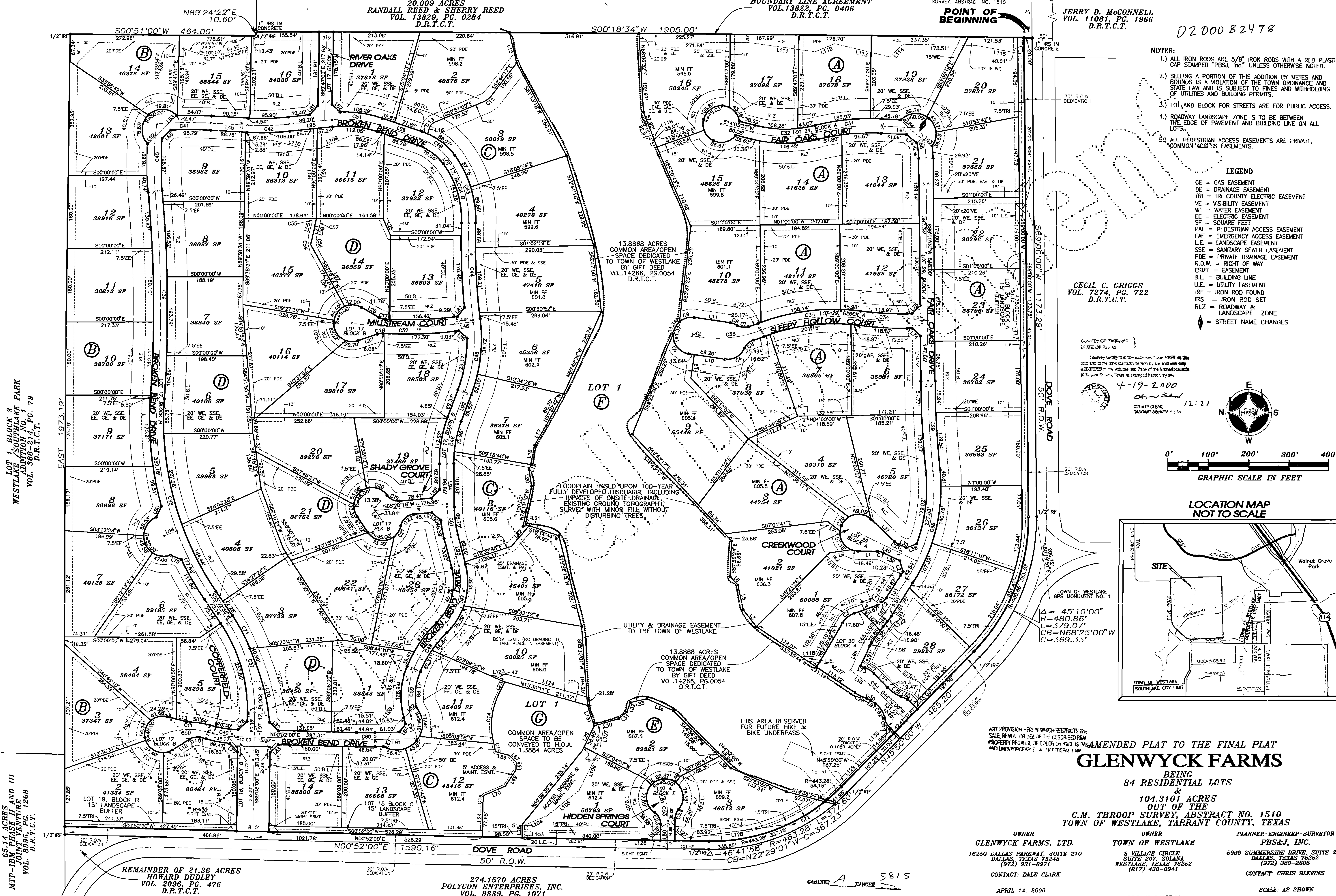
THIS IS TO CERTIFY THAT THE AD VALOREM RECORDS OF THE TARRANT COUNTY TAX OFFICE TAX ASSESSOR-COLLECTOR REFLECT THE TAX, INTEREST, AND OTHER STATUTORY FEES THAT HAVE BEEN ASSESSED AND ARE NOW DUE TO THE TAXING ENTITIES AND FOR THE YEARS SET OUT BELOW FOR THE DESCRIBED PROPERTY HEREIN. THE TARRANT COUNTY TAX OFFICE TAX ASSESSOR-COLLECTOR MAKES NO CERTIFICATION AS TO THE AMOUNT OF TAX, PENALTY, INTEREST, OR OTHER FEES ASSESSED BY OR DUE ANY TAXING ENTITY FOR THE YEAR OR YEARS FOR WHICH THE TARRANT COUNTY TAX OFFICE TAX ASSESSOR-COLLECTOR DID NOT HAVE THE STATUTORY DUTY TO COLLECT OR KEEP RECORDS OF SUCH COLLECTION. ADDITIONAL TAXES MAY BECOME DUE ON THE DESCRIBED PROPERTY, WHICH ARE NOT REFLECTED HEREIN, IF THE SAID DESCRIBED PROPERTY HAS OR IS RECEIVING ANY SPECIAL STATUTORY VALUATIONS THAT MAY TRIGGER TAX ROLLBACK PROVISIONS. THIS CERTIFICATE APPLIES TO AD VALOREM TAXES ONLY AND DOES NOT APPLY TO ANY SPECIAL ASSESSMENT LEVIES.

YEAR	TAX UNIT	AMOUNT DUE
1999	CARROLL ISD	0.00
1999	CITY OF WESTLAKE	0.00
1999	TARRANT CO HOSPITAL DISTRICT	0.00
1999	TARRANT COUNTY	0.00
1999	TARRANT COUNTY COLLEGE	0.00
TOTAL		\$0.00

ISSUED TO : GLENWICK FARMS LTD  
ACCOUNT NUMBER: 00004206126  
TOTAL CERTIFIED TAX: \$0.00

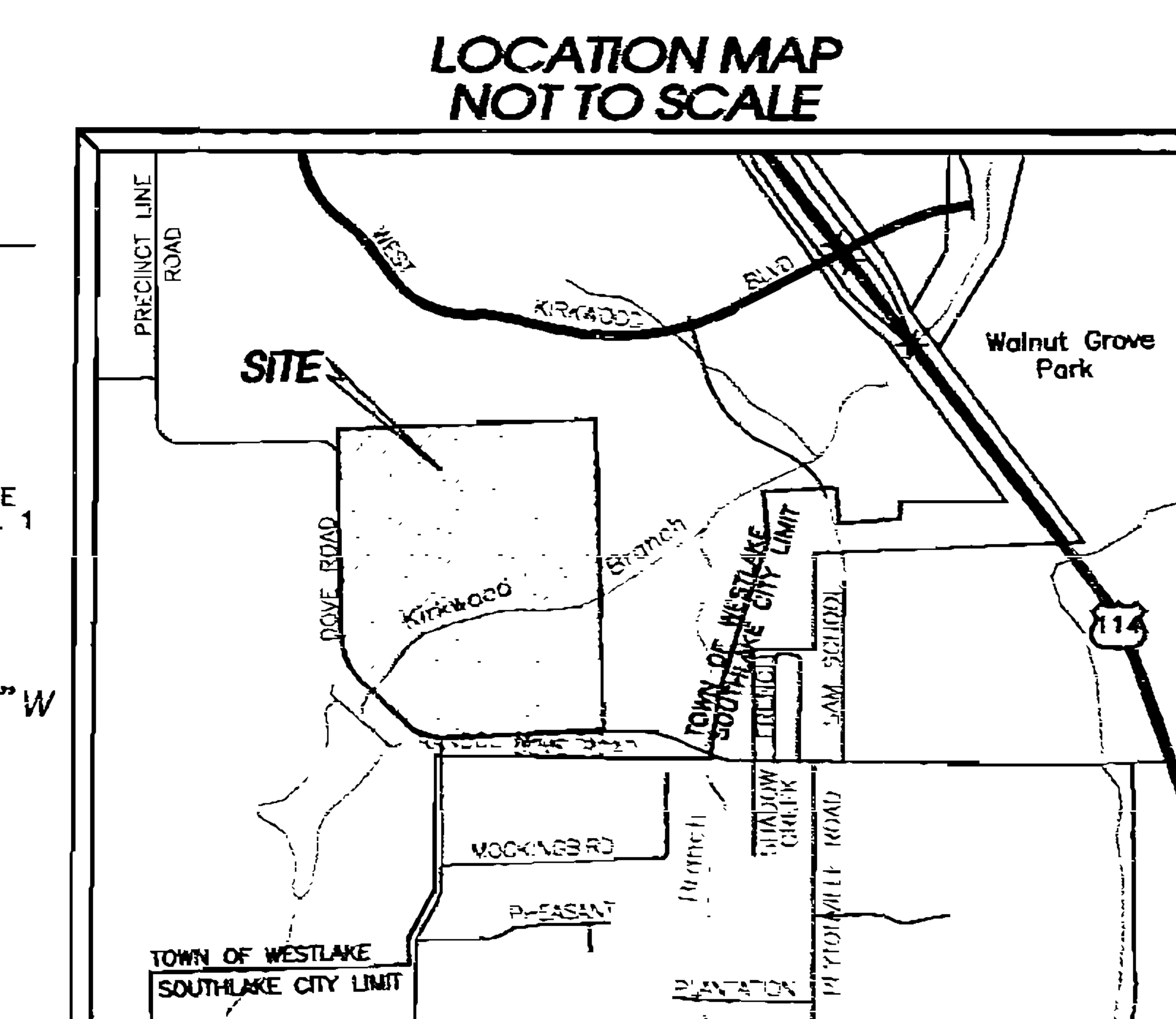
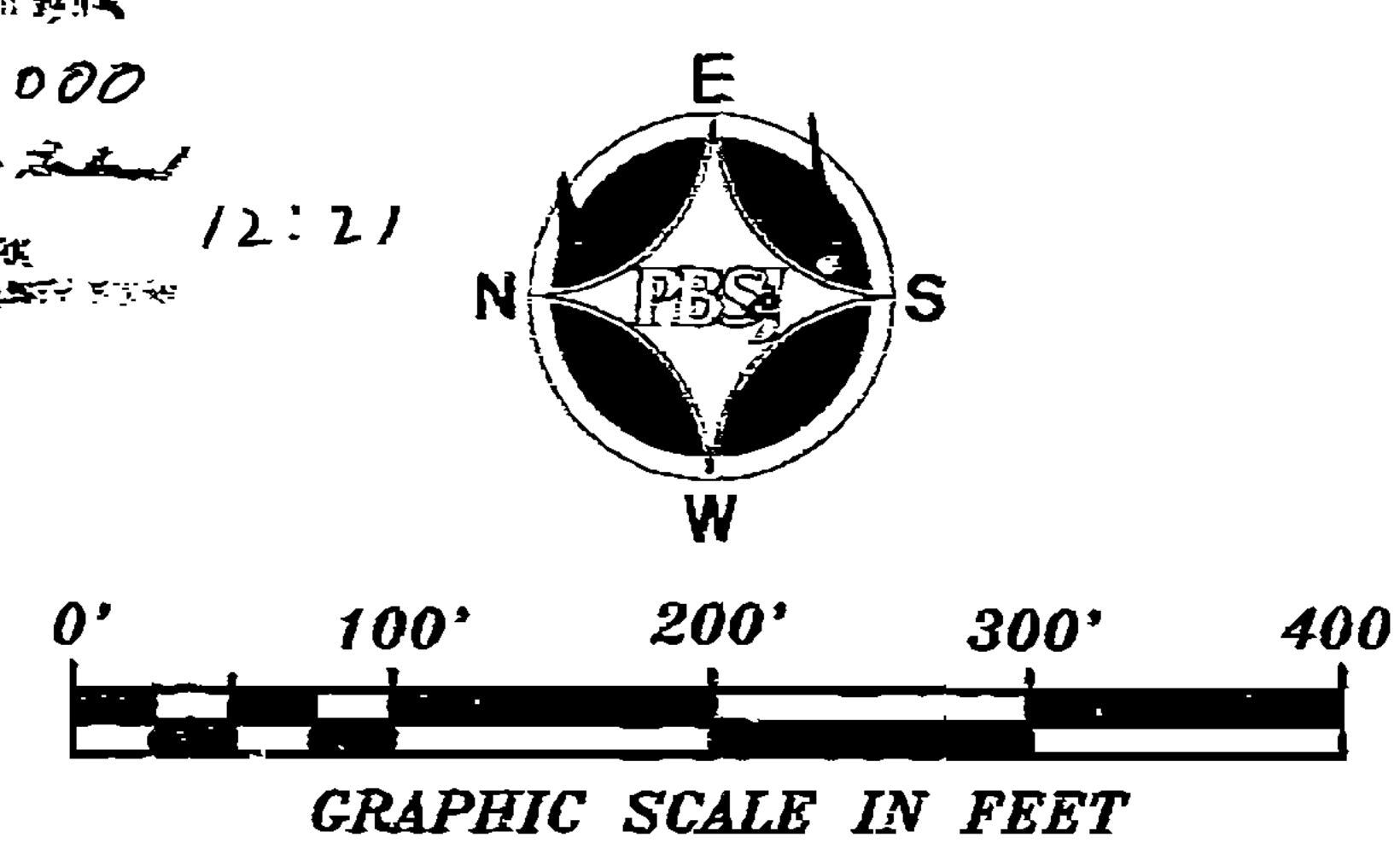
BY: [Signature] TARRANT COUNTY TAX OFFICE  
RV: [Signature]





- NOTES:
- 1.) ALL IRON RODS ARE 5/8" IRON RODS WITH A RED PLASTIC CAP STAMPED "PBSJ, INC." UNLESS OTHERWISE NOTED.
  - 2.) SELLING A PORTION OF THIS ADDITION BY MEANS AND BOUNDS IS A VIOLATION OF THE TOWN ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
  - 3.) LOT AND BLOCK FOR STREETS ARE FOR PUBLIC ACCESS.
  - 4.) ROADWAY LANDSCAPE ZONE IS TO BE BETWEEN THE EDGE OF PAVEMENT AND BUILDING LINE ON ALL LOTS.
  - 5.) ALL PEDESTRIAN ACCESS EASEMENTS ARE PRIVATE, COMMON ACCESS EASEMENTS.

- LEGEND
- GE = GAS EASEMENT
  - DE = DRAINAGE EASEMENT
  - TRI = TRI COUNTY ELECTRIC EASEMENT
  - VE = VISIBILITY EASEMENT
  - WE = WATER EASEMENT
  - EE = ELECTRIC EASEMENT
  - SF = SQUARE FEET
  - PAE = PEDESTRIAN ACCESS EASEMENT
  - EAE = EMERGENCY ACCESS EASEMENT
  - L.E. = LANDSCAPE EASEMENT
  - SSE = SANITARY SEWER EASEMENT
  - PDE = PRIVATE DRAINAGE EASEMENT
  - R.O.W. = RIGHT OF WAY
  - ESMT. = EASEMENT
  - B.L. = BUILDING LINE
  - U.E. = UTILITY EASEMENT
  - IRF = IRON ROD FOUND
  - IRS = IRON ROD SET
  - RLZ = ROADWAY & LANDSCAPE ZONE
  - ◆ = STREET NAME CHANGES



**AMENDED PLAT TO THE FINAL PLAT**  
**GLENWYCK FARMS**  
BEING  
84 RESIDENTIAL LOTS  
&  
104.3101 ACRES  
OUT OF THE  
C.M. THROOP SURVEY, ABSTRACT NO. 1510  
TOWN OF WESTLAKE, TARRANT COUNTY, TEXAS

OWNER  
**GLENWYCK FARMS, LTD.**  
16250 DALLAS PARKWAY, SUITE 210  
DALLAS, TEXAS 75248  
(972) 931-8971

OWNER  
**TOWN OF WESTLAKE**  
3 VILLAGE CIRCLE  
SUITE 207, SOLANA  
WESTLAKE, TEXAS 75252  
(817) 430-0941

PLANNER-ENGINEER-SURVEYOR  
**PBS&J, INC.**  
5999 SUMMERSIDE DRIVE, SUITE 202  
DALLAS, TEXAS 75252  
(972) 380-2605

CONTACT: DALE CLARK

SCALE: AS SHOWN



D200082478

45814

OWNER'S CERTIFICATION

STATE OF TEXAS \*  
COUNTY OF TARRANT \*

WHEREAS, the TOWN OF WESTLAKE and GLENWYCK FARMS, LTD., a Texas limited partnership being the owners of a tract of land in the C.M. THROOP SURVEY, Abstract No. 1510, in the Town of Westlake, Tarrant County, Texas, and being known as Glenwyck Farms, according to the plat recorded in Cabinet A, Slides 5765 and 5766 of the Plat Records of Tarrant County, Texas C.M. THROOP SURVEY, Abstract No. 1510, in the Town of Westlake, Tarrant County, Texas and being more particularly described as follows:

BEGINNING at a 1" iron rod set in concrete in called north right-of-way line of Dove Road (County Road 3080) per the Boundary Line Agreement Howard Dudley, and wife, Sherry Dudley and Dale L. White and Wanda White, recorded in Volume 13822, Page 0406 of the Deed Records of Tarrant County, Texas;

THENCE with the called north and east right-of-way line of said Dove Road, the following courses and distances to wit:

South 89°00'00" West, a distance of 1173.29 feet to a 1/2" iron rod found for the beginning of a tangent curve to the right, having a central angle of 45°10'00", a radius of 480.86 feet and a chord bearing and distance of North 68°25'00" West, 363.33 feet;  
Northwesterly, with said curve, an arc distance of 379.07 feet to a 1/2" iron rod found;  
North 45°50'00" West, a distance of 465.20 feet to a 1/2" iron rod found for the beginning of a tangent curve to the right, having a central angle of 45°41'58", a radius of 463.28 feet and a chord bearing and distance of North 22°29'01" West, 367.23 feet;  
Northwesterly, with said curve, an arc distance of 377.60 feet to a 1/2" iron rod found;  
North 00°52'00" East, a distance of 1590.16 feet to a 1/2" iron rod found in the south line of a 65.14 acre tract of land described in deed to MTP-IBM Phase II and III Joint Venture, recorded in Volume 8995, Page 1268 of the Deed Records of Tarrant County, Texas;

THENCE with the south line of said 65.14 acre tract and the south line of Lot 1, Block 3 of WESTLAKE/SOUTHLAKE PARK ADDITION NO. 1, an addition to the Town of Westlake, Tarrant County, Texas, recorded in Volume 388-214, Page 79, of the Deed Records of Tarrant County, Texas, EAST, a distance of 1973.19 feet to a 1/2" iron rod found for an ell corner in the northerly most south line of said Lot 1, Block 3 of WESTLAKE/SOUTHLAKE PARK ADDITION NO. 1;

THENCE with the southerly most west line of said Lot 1, Block 3 of WESTLAKE/SOUTHLAKE PARK ADDITION NO. 1, South 00°51'00" West, a distance of 464.00 feet to a 1/2" iron rod found for the easterly most southwest corner of said Lot 1, Block 3 of WESTLAKE/SOUTHLAKE PARK ADDITION NO. 1;

THENCE with the most southerly line of said Lot 1, Block 3 of WESTLAKE/SOUTHLAKE PARK ADDITION NO. 1, North 89°24'22" East, a distance of 10.60 feet to a 1" iron rod set in concrete per the Boundary Line Agreement;

THENCE the said Boundary Line Agreement, South 00°16'34" West, a distance of 1905.00 feet the POINT OF BEGINNING and containing 104.3101 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT the TOWN OF WESTLAKE and GLENWYCK FARMS, LTD., a Texas limited partnership does hereby adopt this amended plat to the Final Plat of Glenwyck Farms, Ltd. designating the person above described as GLENWYCK FARMS, an addition to the Town of Westlake, Texas and does hereby dedicate to the Town of Westlake in fee simple forever Dove Road Street Right-of-Way as shown thereon. The easements shown thereon are hereby dedicated and reserved for the designated purposes as indicated. The utility, access and fire lane easements shall be open to the public and private utilities for each designated use. The maintenance of paving on the utility, access and fire lane easements is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, even or across the easements as shown, and public utilities shall at all times have the full right of ingress and egress to or from and upon the said designated easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Public utilities shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility.

Lot 30, Block A and Lot 18, Block B shall be dedicated, in fee simple, to the Town of Westlake, Lot 29, Block A, Lot 4 of Block E and Lot 17 of Block B are not dedicated and are the private property of Glenwyck Farms, Ltd.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Westlake, Texas.

WITNESS MY HAND at Town of Westlake, Texas, this the 14th day of APRIL 2000.

Scott Bradley  
Mayor, Town of Westlake

STATE OF TEXAS \*  
COUNTY OF TARRANT \*

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Scott Bradley, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of April 2000.

LORI L. HORAK  
MY COMMISSION EXPIRES  
May 3, 2000

WITNESS MY HAND at Dallas, Texas, this the 14 day of April 2000.

GLENWYCK FARMS, LTD., a Texas limited partnership  
By: Warren Clark Development Company, Inc.  
a Texas corporation  
Its Managing Partner

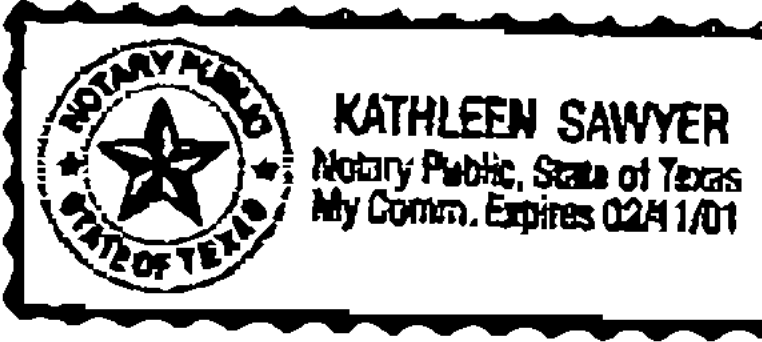
By: Dale Clark, President

STATE OF TEXAS \*  
COUNTY OF COLLIN \*

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Dale Clark, President, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of April 2000.

Kathleen Sawyer  
Notary Public, State of Texas



SURVEYOR'S CERTIFICATION

THAT I, John V. Cantrell, Jr., do hereby certify that I have prepared this plat from an actual survey of the land and that the corner monuments shown thereon actually exist, and their location, size and material described are correctly shown.

John V. Cantrell, Jr.  
Registered Professional Land Surveyor #5000  
PBS&J, INC.  
5599 Summerside Drive, Dallas, Texas 75252.  
(972) 380-2605



STATE OF TEXAS \*  
COUNTY OF COLLIN \*

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared John V. Cantrell, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of April 2000.

Kathleen Sawyer  
Notary Public, State of Texas

APPROVED this the 14th day of APRIL 2000, by the Planning and Zoning Commission of the Town of Westlake, Texas.

Scott Bradley  
Mayor, Town of Westlake, Texas

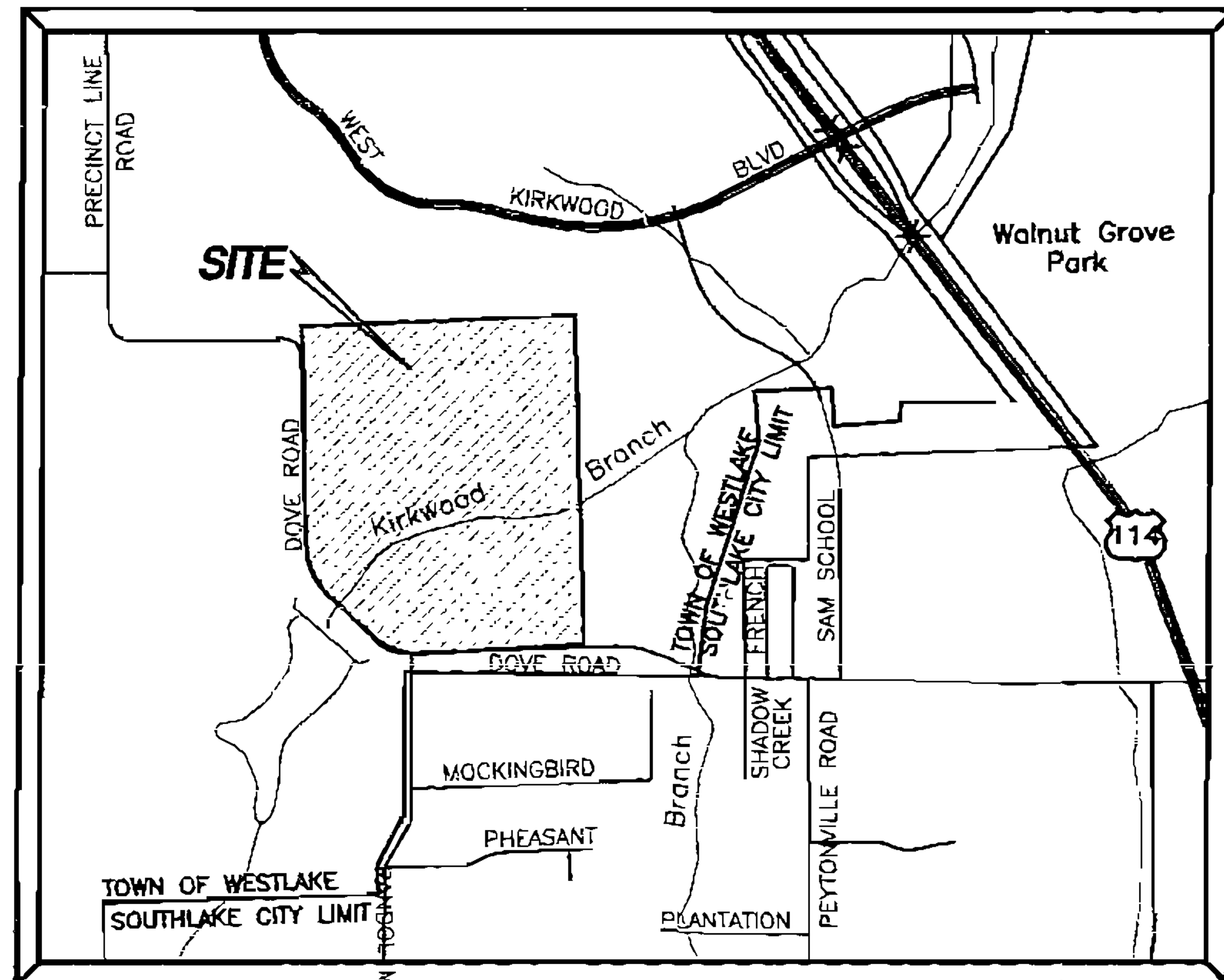
COUNTY OF TARRANT  
TOWN OF WESTLAKE

I hereby certify that this instrument was filed on this day and at the time stamped herein by me and was duly recorded in the Volume and Page of the Named Record, as shown on the County, Texas and stamped herein by me.

4-19-2000  
County Clerk  
TARRANT COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

LOCATION MAP  
NOT TO SCALE



AMENDED PLAT TO THE FINAL PLAT  
GLENWYCK FARMS

BEING  
84 RESIDENTIAL LOTS  
&  
104.3101 ACRES  
OUT OF THE

C.M. THROOP SURVEY, ABSTRACT NO. 1510  
TOWN OF WESTLAKE, TARRANT COUNTY, TEXAS

OWNER  
GLENWYCK FARMS, LTD.  
16250 DALLAS PARKWAY, SUITE 210  
DALLAS, TEXAS 75248  
(972) 931-8971  
CONTACT: DALE CLARK

OWNER  
TOWN OF WESTLAKE  
3 VILLAGE CIRCLE  
SUITE 207, SOLANA  
WESTLAKE, TEXAS 75252  
(817) 430-0941

PLANNER-ENGINEER-SURVEYOR  
PBS&J, INC.  
5599 SUMMERSIDE DRIVE, SUITE 202  
DALLAS, TEXAS 75252  
(972) 380-2605  
CONTACT: CHRIS BLAVINS

APRIL 14, 2000

PBS&J# 98055.00

SCALE: AS SHOWN

SHEET 2 OF 2