

# ARTICLES OF INCORPORATION

OF

## THE PARKS OF CARROLLTON HOMEOWNERS ASSOCIATION

The undersigned, acting as incorporator of the corporation under the Texas Non-Profit Corporation Act (the "Act"), hereby adopts the following Articles of Incorporation for such corporation. All terms as used herein, such as (but not by way of limitation) "land", "owners," "lot," "Common Area," "Developer," and "assessments," shall have the same meanings as set forth in the Declaration (as hereinafter defined) unless otherwise specified and defined herein.

### ARTICLE ONE

The name of the corporation is The Parks of Carrollton Homeowners Association (hereinafter referred to as the "Association").

### ARTICLE TWO

The Association is a non-profit corporation.

### ARTICLE THREE

The period of its duration shall be perpetual.

### ARTICLE FOUR

The Association is organized pursuant to the Act and does not contemplate pecuniary gain or profit to the members thereof and is organized for non-profit purposes. The purposes for which the Association is formed are to provide for the maintenance, preservation and management of the land located in The Parks of Carrollton, an addition to the City of Carrollton, \_\_\_ County, Texas, as more fully described in that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") filed on \_\_\_\_, filed in Clerk's File No. \_\_\_\_ of the Deed of Records of \_\_\_ County, Texas, and any and all other property which is accepted from time to time by the Association for similar purposes, and to promote the health, safety and welfare of the residents within the land and any and all other property which is accepted by the Association for similar purposes. Without limiting the foregoing, the purposes of the Association shall include, without limitation, the following:

(a) The Association may exercise all of the powers and privileges and perform all of the duties and obligations of the Association, including cooperation with other homeowners' associations organized for the same or similar purposes in other subdivisions, as set forth in the Declaration, as same may be amended from time to time, the Declaration being incorporated herein by reference as if set forth at length herein.

(b) The Association may (i) fix, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration and/or Bylaws, (ii) as agent, pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association including all licenses, taxes or governmental charges levied or imposed against the land of the Association, (iii) make disbursements, expenditures and payments on behalf of the said land owners as required by the Declaration and the Bylaws of the Association, periodic repairs, maintenance and capital improvements to be made as directed by the land owners acting through the Board (as herein defined).

(c) The Association may acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association subject to the limitations, if any, set forth in the Declaration.

(d) The Association may borrow money, and with the required assent of voting members as set forth in the Declaration, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the limitations, if any, set forth in the Declaration.

(e) The Association may provide management, upkeep, maintenance, repair, care of general sanitation and cleanliness of the Common Area as provided in the Declaration.

(f) The Association may incur or assume obligations and duties to the City of Carrollton, Texas, or any other governmental authority, regarding the development, operation and maintenance of the Common Area and any improvements within the Common Area.

(g) The Association may enter into, incur or assume obligations and duties under escrow agreements or other escrow arrangements with the City of Carrollton, Texas or other governmental authorities, to provide or escrow funds to pay for the operation, maintenance and repair of the Common Area and any improvements within the Common Area.

(h) The Association may enter into and perform any contract and exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the Association in accordance with the Declaration.

(i) The Association may dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility company for such purposes and subject to such conditions as may be agreed to by the members; provided however, that no such dedication, sale or transfer shall be effective unless an instrument has been recorded after it has been signed by the requisite number of voting members agreeing to such dedication, sale or transfer as provided in the Declaration.

(j) The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common

Area, provided that any such merger, consolidation or annexation shall have the assent of the owners representing the requisite number of votes or voting members as provided in the Declaration.

(k) The Association may have and exercise any and all powers, rights and privileges an corporation organized under the Act may now or hereafter exercise.

#### ARTICLE FIVE

Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of a lot. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association. The foregoing is not intended to include persons or entities holding an interest in a lot merely as security for the performance of an obligation.

#### ARTICLE SIX

The Association shall have two (2) classes of voting membership:

(a) Class A members shall be all owners of lots (other than Class B members) and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members, but the vote for such lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any lot.

(b) Class B member(s) shall be the Developer(s), who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the date and in the manner set forth in the Declaration.

#### ARTICLE SEVEN

The street address of the initial registered office of the Association is Principal Management Group is 5622 Dyer Street, Dallas, Texas 75206, and the name of its initial registered agent at such address is Principal Management Group.

#### ARTICLE EIGHT

Subject to the terms of the Declaration, the members of the Association shall elect the Board of Directors of the Association (the "Board"), and the Board shall, by majority rule, conduct all of the business of the Association, except when membership votes are required pursuant to the Declaration, the Articles of Incorporation or Bylaws of the Association. The number of Directors constituting the initial Board is five (5), and the names and addresses of the persons who are to serve as initial Board are:

<u>Name</u>	<u>Address</u>
David Ragsdale	2201 Grand Canyon Court Carrollton, TX 75006
Amy Merritt	2216 Rachel Court Carrollton, TX 75006
Aly Hussaini	2205 Everglade Court Carrollton, TX 75006
Mary Lee Heno	2204 Grand Canyon Court Carrollton, TX 75006
Raymond McGadney	1332 Yellowstone Lane Carrollton, TX 75006

The Board may make whatever rules and bylaws it deems desirable to govern the Association and its members; provided, however, any conflict between such bylaws and the provisions hereof shall be controlled by the provisions of the Declaration.

#### ARTICLE NINE

The name and street address of the incorporator is:

<u>Name</u>	<u>Address</u>
The Parks of Carrollton	_____

No Director of the Association shall be personally liable to the Association for monetary damages for any act or omission in the Director's capacity as a Director, except that this Article does not eliminate or limit the liability of a Director for (1) a breach of a Director's duty of loyalty to the Association, (2) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law, (3) a transaction from which a Director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's office, or (4) an act or omission for which the liability of a Director is expressly provided for by statute. Neither the amendment nor repeal of this Article shall eliminate or reduce the effect of this Article in respect of any matter occurring, or any cause of action, suite or claim that, but for this Article, would accrue or arise prior to such amendment or repeal. If the Act or the Texas Miscellaneous Corporation Laws Act (the "TMC Act"), is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a Director of the Association shall be eliminated or limited to the fullest extent permitted by the Act or the TMC Act, as so amended from time to time. Without limiting the foregoing, the following shall apply:

(a) The Association shall indemnify, to the extent provided in the following paragraphs, any person who is or was a director, officer, agent or employee of the Association. In the event the provisions of indemnification set forth below are more restricted than the provisions of indemnification allowed by Article 1396-2.22A of the TMC Act, then such persons named shall be indemnified to the full extent permitted by Article 1396.2.22A of the TMC Act as it may exist from time to time.

(b) In case of a threatened or pending suit, action or proceeding (whether civil, Criminal, administrative or investigative) against a person named in paragraph (a) above by reason of such person's holding a position named in such paragraph (a), the Association shall indemnify such person if such person satisfies the standard contained in paragraph (c) below, for amounts actually and reasonably incurred by such person in connection with the defense or settlement of the amounts paid in settlement, judgments, penalties (including excise and similar taxes), and fines.

(c) A person named in paragraph (a) above will be indemnified only if it is determined in accordance with paragraph (d) below that such person:

(i) acted in good faith in the transaction which is the subject of the suit;  
and

(ii) reasonably believed:

(A) if acting in his or her official capacity as director, officer, agent or employee of the Association, that his or her conduct was in the best interests of the Association; and

(B) in all other cases, that his or her conduct was not opposed to the best interests of the Association; and

(iii) in the case of any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that such person failed to satisfy the standard contained in this paragraph (c).

(d) A determination that the standard in paragraph (c) above has been satisfied must be made:

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

(ii) if such quorum cannot be obtained, by a majority vote of a committee

of the Board, designated to act in the matter by a majority vote of all Directors, consisting solely of two (2) or more Directors who at the time of the vote are not named defendants or respondents in the proceeding; or

(iii) by special legal counsel selected by the Board or a committee of the Board by vote as set forth in subparagraphs (i) or (ii) above, or, if such quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors, consisting solely of two (2) or more Directors who at the time of the vote are not named defendants or respondents in the proceeding; or

(e) Determination as to reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified by subparagraph (d) (iii) above for the selection of special legal counsel.

(f) The Association may reimburse or pay in advance any reasonable expenses (including court costs and attorneys' fees) which may become subject to indemnification under paragraphs (a) through (e) above, but only in accordance with the provisions as stated in paragraph (d) above, and only after the person to receive the payment (i) signs a written affirmation of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under paragraph (c), and (ii) undertakes in writing to repay such advances if it is ultimately determined that such person is not entitled to indemnification by the Association. The written undertaking required by this paragraph must be an unlimited general obligation of the person but need not be secured. It may be accepted without reference to financial ability to make repayment.

(g) The indemnification provided by paragraphs (a) through (e) above will not be exclusive of any other rights to which a person may be entitled to by law, bylaws, agreement, vote of Members or disinterested Directors, or otherwise.

(h) The indemnification and advance payment provided by paragraphs (a) through (f) above will continue as to a person who has ceased to hold a position named in paragraph (a) above and will inure to such person against such liability under paragraphs (a) through (f) above.

(i) The Association may purchase and maintain insurance on behalf of any person who holds or has held any position named in paragraph (a) above against any liability incurred by such person in any such position, or arising out of such person's status as such, whether or not the Association would have power to indemnify such person against such liability under paragraphs (a) through (f) above.

(j) Indemnification payments and advance payments made under

paragraphs (a) through (i) above are to be reported in writing to the members of the Association in the next notice or waiver of notice of annual meeting, or within twelve (12) months after the payments are made, whichever is sooner.

(k) All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of or arising out of, or in connection with, the foregoing indemnification provisions shall be treated and handled by the Association as an expense subject to special assessment.

#### ARTICLE ELEVEN

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of voting members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be conveyed to either (a) another non-profit Texas corporation, association, trust or other organization devoted to purposes similar to those of the Association, or (b) an appropriate governmental agency to be used for purposes similar to those for which the Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE TWELVE

Amendment of these Articles shall require the assent of the requisite number of votes of the voting members as set forth in the Declaration.

#### ARTICLE THIRTEEN

As long as there is a Class B membership, the prior approval of the Federal Housing Administration ("FHA"), the Veterans Administration ("VA") and/or the U.S. Department of Housing and Urban Development ("HUD") (if FHA or VA has approved the lots located in the Addition and is insuring mortgages of buyers of homes located in the Addition) shall be required or (a) annexation of additional properties under the Declaration, (b) mergers and consolidations of the Association, (c) mortgaging of the Common Area, (d) dedication of the Common Area to any governmental authority, (e) dissolution of the Association, or (f) amendment of these Articles if such amendment affects or alters any provisions of the Declaration directly governed or regulated by the FHA or VA.

IN WITNESS WHEREOF, I have hereunto set my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

THE PARKS OF CARROLLTON  
HOMEOWNERS ASSOCIATION

BY: \_\_\_\_\_



DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE PARKS OF CARROLLTON  
AN ADDITION TO  
THE CITY OF  
CARROLLTON, DALLAS COUNTY, TEXAS

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE PARKS OF CARROLLTON

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

WHEREAS, PULTE HOME CORPORATION OF TEXAS, a Michigan corporation ("Pulte"), hereinafter referred to as "Declarant", is the current owner of all of the land in The Parks of Carrollton (the "Addition"), an addition to the City of Carrollton, Dallas County, Texas, according to the legal description attached hereto as Exhibit A; and

WHEREAS, for the purpose of promoting the development of the Addition in a first-class manner, Declarants desire to place certain restrictions on the property comprising the Addition as more fully set forth herein.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declare as follows:

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

(a) Addition - as defined in the recitals hereof.

(b) Approved Materials - as defined in Section 4.6 hereof.

(c) Association - the homeowners' association, if any, established in connection with the Addition in the manner set forth in Section 2.3 hereof, which homeowners' association (if formed) shall be a Texas non-profit corporation. If such Association is formed, Developer shall file in the Real Property Records of Dallas County, Texas, an appropriate notice entitled "Supplementary Declaration of Covenants, Conditions and Restrictions" (the "Supplementary Declaration"). Upon such filing, the provisions of this Declaration concerning the Association shall become effective. If no such Supplementary Declaration is filed within five (5) years after the date hereof, the provisions hereof regarding the Association shall be of no further force and effect.

(d) Board - the board of directors of the Association (if formed), as set forth in Section 8.3 hereof.

(e) Builders - as defined in subparagraph (l) below.

(f) Common Area - as defined in Section 9.3 hereof.

(g) City - the City of Carrollton, Texas.

(h) Committee - the Architectural Control Committee, as provided in Section 5.1 hereof.

(i) County - Dallas County, Texas.

(j) Declarants - Pulte Home Corporation of Texas, a Michigan corporation, and any successors thereto as provided in Section 2.2 hereof.

(k) Declaration - this Declaration of Covenants, Conditions and Restrictions, as amended from time to time as expressly provided herein.

(l) Developers - Pulte, and any successors thereto as provided in Section 2.2 hereof, who undertake the development of the Addition into lots, but specifically excluding those persons or entities (the "Builders") whose activities are limited to the construction of residences on developed lots or the purchase and resale of previously developed lots.

(m) FHA - the Federal Housing Administration, or any successor agency or authority thereto.

(n) lot(s) - one or more numbered plots as shown on the Plat, not including any Common Area, public areas, parks, esplanades, tracts owned or subsequently acquired by any public body or any plot or tract shown as a reserve lot (whether unrestricted or not) on the Plat.

(o) Lot Approval Date - with respect to a particular lot, the date, whichever is later, that (i) this Declaration is filed of record, (ii) the lot has received final plat approval, is fully developed and approved by all applicable governmental authorities and is available for issuance of building permits, (iii) the Association is formed (this subparagraph is a condition only if the Association is formed within thirty (30) days of the date this Declaration is recorded), or (iv) the Common Area is conveyed to the Association (this subparagraph is a condition only if the Association is formed within thirty (30) days of the date this Declaration is recorded).

(p) maintenance fund - as described in Section 9.2 hereof.

(q) owner - the record owner, whether one or more persons or entities (including contract sellers), of fee simple title to a

lot, but specifically excluding those having an interest merely as security for the performance of an obligation.

(r) Plat - the plat(s) to be recorded in Dallas County, Texas, as replatted and amended from time to time, upon development of the property contained in the Addition.

(s) residence - a freestanding single family residential dwelling constructed on a lot, as defined in Section 3.1 hereof.

(t) Restricted Area - the portion of the lots subject to any specified use as provided in Section 6.1 hereof.

(u) VA - the Veterans Administration, or any successor agency or authority thereto.

## ARTICLE II

### DECLARATION, DECLARANTS, DEVELOPERS AND ASSOCIATION

Section 2.1 Declaration. (a) Declarants hereby declare that all of the land in the Addition shall be held, sold and conveyed subject to the easements, covenants, conditions and restrictions contained in this Declaration, which easements, covenants, conditions and restrictions (i) are for the purpose of establishing a general scheme for the development of, and construction of residences on, all the land and lots in the Addition, (ii) are for the purpose of enhancing and protecting the value, attractiveness, appeal and desirability of all land within the Addition, (iii) shall run with all land within the Addition and be binding on all parties having or acquiring any right, title or interest in the subject property or any part thereof, and (iv) shall inure to the benefit of each owner thereof. The easements, covenants, conditions and restrictions contained in this Declaration are made for the mutual and reciprocal benefit of each and every owner of any portion of the land within the Addition and are intended to create (i) mutual and equitable servitudes upon each portion of land (including each of the lots, tracts and Common Areas) in favor of each and all other portions and tracts of land within the Addition, (ii) reciprocal rights between the respective owners of any portion of the land, and (iii) privity of contract and estate between the grantees of each portion of the land, their heirs, legal representatives, successors and assigns.

(b) The lot owners may amend this Declaration in any respect and in whole or in part at any time by recording an instrument containing such amendment(s) in the deed records of the County after such amendments have been approved by at least ninety percent (90%) of all votes of each class of voting membership (if the Association is created) or all lot owners, whichever applies; provided, however, until the earlier of (i) the construction of residences on all lots within the Addition, or (ii) ten (10) years following the recording of this Declaration, no such amendment shall be valid or effective without the joinder of Developers and the Committee (if formed) unless such party waives its right to

consent to such amendment; provided, further, that as long as the Association has Class B members, any amendment which affects or alters any provisions hereof directly governed or regulated by the FHA or VA shall be subject to the approval of the Department of Housing and Urban Development ("HUD") unless such amendments merely correct errors in this Declaration or are required to comply with any requirements imposed by HUD, FHA or VA.

Section 2.2 Declarants and Developers. (a) The initial Declarants of this Declaration is Pulte. After this Declaration is created and filed of record, the Declarants shall have no further rights, duties or obligations hereunder, and all of their rights shall immediately pass to and vest in the Developers hereunder.

(b) The initial Developers of the Addition shall be Pulte. Such initial Developers shall have the joint right, but not the obligation, in the event of the transfer of all or any portion of the Addition to another development person or entity, to convey all or a portion of the rights and obligations of Developers to such transferee, whereupon such transferee shall become "Developer" with respect to (but only with respect to) the portion of the Addition so conveyed for all purposes hereunder. Developers shall not in any way or manner be held liable or responsible for any damages occasioned by violations of restrictions set forth in this Declaration by any person or entity other than itself. If Developers convey a portion (but not all) of the rights and obligations of Developers hereunder to one (1) or more transferees, then the (i) rights of Developers hereunder shall be exercised by the initial Developers except to the extent specified in the conveyance document, and (ii) obligations of Developers hereunder shall be performed by or enforced against the party to whom such obligations have been conveyed by the initial Developers hereunder.

Section 2.3 Association. (a) Commencing on the date hereof and continuing for a period of five (5) years thereafter, the Developers shall have the right, but not the obligation, to create the Association as a Texas non-profit corporation; provided, however, the Association may be created by the lot owners in the Addition if more than seventy-five percent (75%) of all lots in the Addition have been sold and the owners of all lots in the Addition assent by at least seventy-five percent (75%) of all votes of such lot owners to create the Association within such five (5) year period of time.

(b) The Declarants and Developers shall have no responsibility or liability for (i) the creation, formation, management or operation of the Association, (ii) any actions taken or omitted to be taken by or on behalf of the Association as a result of, in connection with, under or pursuant to this Declaration or the Addition, (iii) any liabilities, obligations, debts, actions, causes of action, claims, debts, suits or damages incurred by or on behalf of or arising in connection with the Association, the Addition or the duties and obligations of the Association pursuant to this Declaration.

## ARTICLE III

### RESTRICTIONS ON USE OF LOTS

Section 3.1 Residential Use. All lots shall be used only for single-family private residential purposes and related amenities (including, without limitation, the Common Area). No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) freestanding single-family residence ("residence") per lot (which residence may not exceed two (2) stories in height), one (1) in-the-ground pool, one (1) private garage and appurtenant sidewalks, driveways, curbs, fences and storage or mechanical buildings not otherwise prohibited hereby.

Section 3.2 Single-Family Use. Each residence may be occupied by only one (1) family consisting of persons related by blood, adoption or marriage or no more than two (2) unrelated persons living and cooking together or in the same residence as a single housekeeping unit; provided, however, that nothing contained herein shall prevent occasional temporary occupancy by guests of the family or occupancy by full-time domestic servants or medical assistants employed by the family. No building or structure intended for or adapted to commercial, business or professional purposes, nor any apartment house, duplex, double house, lodging house, rooming house, dormitory, church, school, hospital, sanitorium, guest house, servant's quarters or multiple-family dwelling shall be erected, placed, permitted or maintained on any lot.

Section 3.3 Restrictions on Resubdivision. Except for any replatting undertaken by Developers, none of the lots shall be divided into smaller lots.

Section 3.4 Uses Specifically Prohibited. (a) No machinery, boat, marine craft, boat or motorcycle trailer, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment (collectively, "Vehicle or Equipment") may be (i) parked for storage in the front driveway or front yard of any lot or residence which has a rear or side entry garage, (ii) parked for storage in the front driveway or front yard of any lot or residence which has a front entry garage if such Vehicle or Equipment exceeds twenty (20) feet in length, (iii) parked on any public street in the Addition, (iv) parked for storage in the side or rear yard of any lot or residence unless substantially concealed from public view, or (v) parked for storage anywhere on the lot unless such Vehicle or Equipment is fully operational and has all current licenses and permits necessary or appropriate for use on public thoroughfares or waterways. No such Vehicle or Equipment shall be used as a residence or office temporarily or permanently, provided that this restriction shall not apply to any Vehicle or Equipment temporarily parked and in use for the construction, maintenance or repair of a residence in its immediate vicinity.

(b) Trucks with tonnage in excess of one (1) ton and any vehicle with painted or affixed advertisement shall not be permitted to park overnight within the Addition except those used by either of the Developers or a Builder during and directly related to the construction of improvements on a lot.

(c) No vehicle of any size which transports dangerous, flammable, hazardous, corrosive or explosive cargo may pass through or be kept in the Addition at any time.

(d) Except to the extent expressly permitted hereby, no vehicles or similar equipment shall be parked or stored in any area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks (with tonnage not in excess of one (1) ton) and pick-up trucks with attached bed campers (with tonnage not in excess of one (1) ton) that are in operating condition with current license plates and inspection stickers and in daily use as motor vehicles on the streets and highways of the State of Texas.

(e) No manufacturing, industrial, oil or gas drilling, oil or gas development, smelting, refining, quarrying or mining operations of any kind shall be permitted in the Addition, nor shall oil or gas wells, tanks, tunnels, pipelines (other than natural gas lines installed and maintained by a utility company generally serving the public and the residences in the Addition), mineral excavations or shafts be permitted upon or in any part of the Addition. No derrick or other structure, equipment or machinery designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted within the Addition.

(f) No animals of any kind shall be raised, bred or kept on any property in the Addition except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the residents of any residence constructed on a lot. Animals are not to be raised, bred or kept for commercial purposes or for fur, clothing or food. Without limiting the foregoing, it is the general purpose of these provisions to restrict the use of the Addition so that no person shall permanently or temporarily quarter in the Addition live cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks, snakes or any other reptiles, mammals or animals (domesticated, household or otherwise) that may interfere with the quietude, health or safety of the community. No more than four (4) domesticated household pets will be permitted on each lot. Pets must be restrained or confined on the owner's back lot inside a fenced area or within the residence. All lots shall be kept clean and free of pet waste and debris. All animals shall be properly tagged for identification and shall be properly vaccinated, bathed and otherwise kept clean to avoid health or safety risks and concerns.

(g) No portion of the Addition shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind including, without limitation, broken or

rusted equipment, disassembled, incomplete or inoperable cars or Vehicles or Equipment and discarded appliances and furniture. Trash, garbage or other waste shall not be kept on any lot or anywhere in the Addition except completely within well-maintained sanitary containers and only in reasonable quantities and until the next regularly scheduled pick up or removal of such items or five (5) days, whichever occurs first. All equipment and containers for the storage or other disposal of such material shall be kept in clean and sanitary condition. No incinerators may be erected or maintained in the Addition. Materials incident to construction of improvements may be stored on lots during construction so long as construction progresses on such lots without delay.

(h) No garage or other out-building (except for sales offices and construction trailers owned and used by either of the Developers or a Builder on a lot during the construction period) shall be occupied by any owner, tenant or other person on a lot prior to the erection and completion of a residence on such lot.

(i) No lot, residence or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted in the Addition which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within the Addition, nor shall anything be done which is or may become an annoyance or nuisance to the Addition or its residents. Nothing in this Section 3.4(i) shall prohibit a Builder's temporary use of a residence as a sales office until such Builder's last residence in the Addition is sold. Nothing in this Section 3.4(i) shall prohibit an owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art or music lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining owners' use and enjoyment of their residences and yards.

(j) The drying of clothes in public view is prohibited. The owners and occupants of any lots at the intersections of streets or adjacent to parks, playgrounds or other facilities where the rear yard is visible to public view shall construct a suitable enclosure to screen from public view equipment which is incident to normal residences, such as clothes drying equipment, yard equipment, lawn furniture, pool filtration or composting equipment and stored materials.

(k) Except within fireplaces in the main residential dwelling and except for outdoor cooking in safe and sanitary residential barbecue grills, no burning of anything shall be permitted anywhere within the Addition.

(l) No use shall be conducted in the Addition which could be violative of any deed restrictions, other encumbrances of record, zoning or planned use designation, or development or building restrictions or regulations imposed by the City or County, all as such may be applicable to the Addition from time to time, nor any use which shall conflict with FHA or VA regulations (if applicable)

or any regulation or ordinance of any other applicable governmental entity or agency.

#### ARTICLE IV

##### CONSTRUCTION OF IMPROVEMENTS

Section 4.1 General Standards. All construction in the Addition shall be in accordance with the standards developed pursuant to Section 5.5 hereof, unless otherwise approved by the Developers as provided in Article V hereof.

Section 4.2 Garage Required. Each residence shall have a private garage suitable for parking not less than two (2), nor more than four (4), standard size automobiles and, unless otherwise permitted by the Developers, each garage shall be attached to such residence, open to the front, side or rear of the lot and conform in appearance, design and materials to the main residence. No garage shall be enclosed or otherwise altered to prevent the parking of at least two (2) conventional automobiles completely within such garage unless an additional garage is constructed which meets the standards of this Article IV, is in compliance with existing City ordinances and is approved by the Developers. Enclosure of garages by either of the Developers and a Builder for temporary marketing or office purposes is permitted hereby, provided such enclosures and offices are architecturally compatible with the residence and this Declaration. If any garage is so enclosed by Developers or a Builder, such garage shall be converted to use solely for the parking of automobiles prior to the sale of such residence to the occupying owner.

Section 4.3 Driveways. All driveways shall be surfaced with concrete.

Section 4.4 Construction Specifically Regulated. (a) No temporary dwelling, shop, trailer or mobile home of any kind nor any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos, lawn furniture and buildings (as approved by the Developers) for storage of lawn or pool maintenance equipment, which may be placed on a lot only in areas not visible from any street adjacent to the lot) shall be permitted on any lot except that either of the Developers and any Builders may have temporary dwellings, trailers or improvements (such as a sales office and/or construction trailer) on a given lot during construction of the residence on or in the immediate vicinity of such lot. No building material of any kind or character shall be placed or stored upon the lot until the owner thereof is ready to commence construction of improvements thereon, and then such material shall be placed only within the property lines of the lot upon which the improvements are to be erected.

(b) No structure of a temporary character, such as a trailer, tent, shack, barn or other out-building, shall be used on any property at any time as a dwelling house; provided, however, that either of the Developers or any Builder may maintain and occupy

model houses, sales offices and construction trailers during the period of any original construction of a residence.

(c) No individual water supply system shall be permitted in the Addition.

(d) No individual sewage disposal system shall be permitted in the Addition.

(e) No air-conditioning apparatus shall be installed on the ground in front of a residence, visible from any public street or on the roof of any residence (unless screened by the roof structure in a manner approved by the Developers). No air-conditioning apparatus nor evaporative cooler shall be attached to any front wall or window of a residence.

(f) No antennas, dishes or other equipment for receiving or sending audio or video messages or transmissions shall be permitted in the Addition except antennas for private AM and FM radio reception and UHF and VHF television reception. All antennas shall be located inside the attic of the residence.

(g) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten (10) feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

(h) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings (as approved by the Developers) for storage of lawn and pool maintenance equipment, no building previously constructed elsewhere shall be moved onto any lot, it being intended that only new construction be placed and erected thereon.

(i) Within platted easements on each lot, no permanent structures, paving (other than driveways, sidewalks and flatwork installed in compliance with all applicable codes and laws and the remaining provisions of this Section 4.4(i)), planting or materials shall be placed or permitted to remain which may damage or materially interfere with the installation, operation and maintenance of utilities, change the direction of flow within drainage channels or obstruct or retard the flow of water through drainage channels and/or easements.

(j) After the Developers have developed the lots, the general grading, slope and drainage plan of a lot may not be altered, nor may any dams, berms, channels or swales be constructed, without the prior approval of the Developers, the City and other appropriate agencies having authority to grant such approval.

(k) No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot and one (1) sign of not more than five (5) square feet advertising the property for rent or sale, or signs used by either of the Developers or any Builder to advertise the Property during the development, construction and sales period. Any such signs may not describe the condition of the residence or lot and, if applicable, must conform to the requirements of Section 4.12 hereof. Declarants, Developers, Association (if formed) or their respective agents shall have the right to remove all signs, billboards or other advertising structures including, without limitation, political or private sale (such as "garage" sale) signs, that do not comply with this Section 4.4(k), and in so doing shall not be subjected to any liability for trespass or any other liability in connection with such removal.

(l) All containers and other facilities for trash disposal must be located and screened in a manner approved by the Developers.

(m) All exterior mechanical equipment, including, without limitation, heating, air conditioning and ventilation ("HVAC") equipment, shall be located and screened in a manner approved by the Developers.

(n) All construction shall comply at all times with this Declaration and all other applicable deed restrictions, encumbrances of record, zoning ordinances and requirements, planned use and development restrictions, building codes, FHA and VA requirements and regulations and all other applicable ordinances and regulations.

(o) All roof pitches shall be at least a 5/12 pitch on the main structure of the house and a 4/12 pitch on the garage unless approved by the Developers.

Section 4.5 Minimum Floor Area. The total air-conditioned habitable living area of the main residential structure on each lot, as measured to the outside of exterior walls, but exclusive of porches, garages, patios and detached accessory buildings, shall be not less than One Thousand Six Hundred (1600) square feet or the minimum habitable floor area as specified by the City, whichever is greater.

Section 4.6 Approved Materials. (a) The total exterior wall area (including the first and second floor) of the front of each building constructed or placed on a lot shall be One Hundred percent (100%), and the total remaining exterior wall area of the first floor of each building constructed or placed on a lot shall

be not less than Seventy Five percent (75%) (or such higher percentage as may be required by the City), brick, brick veneer, stone, stone veneer, masonry or other materials approved by the Developers. Windows, doors, chimney chases, openings and gables are excluded from the calculation of the total exterior wall area.

(b) The exterior surfaces of the chimney chases shall be fully enclosed by materials approved by the Developers.

(c) Roofing materials may be wood shingle, slate, metal, tile or composition or asphalt roofing material, which composition or asphalt roofing material is restricted to material weighing a minimum of one hundred ninety (190) pounds per one hundred (100) square feet of area, unless otherwise approved by the Developers; provided, however, all such roofing materials shall conform to applicable City, FHA and VA requirements.

Section 4.7 Side, Front and Rear Line Setback Restrictions. No dwelling shall be located on any lot nearer to the front or rear lot line or nearer to the side lot line than the minimum setback lines required by the City. In any event, no building shall be located on any lot nearer than twenty (20) feet to, nor further than forty (40) feet from, the front lot line, nor nearer than five (5) feet to any interior side lot line, nor on corner lots nearer than ten (10) feet to the side property line adjoining the street unless approved by the Developers and all applicable governmental agencies and authorities. For all purposes of this Section 4.7, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or to vary from any applicable city requirements.

Section 4.8 Waiver of Front Setback Requirements. With the prior written approval of the Developers and the City (if required), any building may be located further back from the front property line of a lot than provided in Section 4.7 where, in the opinion of the Developers, the proposed location of the building will add to the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots.

Section 4.9 Fences and Walls. The location and type of any fence or wall must be approved by the Developers and must be constructed of masonry, brick, wood or other material approved by the Developers and must comply with all applicable governmental requirements and ordinances. No fence or wall shall be permitted to extend nearer to the front street than forty-five (45) feet from the front street except as approved by the Developers. No portion of any fence shall be less than six (6) feet nor more than eight (8) feet in height as measured from the lowest point of the lot, except as approved by the Developers. No structural supports of any fence shall be visible from any public right-of-way.

Section 4.10 Sidewalks. All sidewalks shall conform to the City, FHA and VA specifications and regulations.

Section 4.11 Mailboxes. Mailboxes shall be constructed of a material and design approved by the Developers and the United States Postal Service.

Section 4.12 Signs Advertising the Addition or Lots. All signs advertising the entire Property or any substantial part thereof shall be approved by the Developers. All signs shall be maintained in good condition and repair, with a neat and orderly appearance, and shall comply with the applicable ordinances of the City. All signs advertising the Addition shall be removed after all buildings to be initially constructed on the lots have been sold. Developers or the Association may remove from the Addition or any surrounding area any signs which do not comply with this Section 4.12.

Section 4.13 Landscaping/Fencing Plans. Any person or entity (other than the Developers) planning to landscape or fence areas in the Addition (other than individual lots) shall prepare and submit to the Developers for approval, pursuant to the procedures set forth in Article V, a landscaping/fencing plan for the Addition prior to undertaking any landscaping or fencing in the Addition. Such plan shall be compatible with the existing landscaping or fencing improvements and treatments, if any.

Section 4.14 Destruction. Any improvements on any lot which are fully or partially destroyed or damaged by fire, storm or any other peril shall be fully rebuilt, repaired and/or the debris therefrom fully removed, within a reasonable period of time not to exceed one hundred eighty (180) days after the occurrence of such destruction or damage, unless a written extension is obtained by the owner of such lot from the Developers.

Section 4.15 Developer Approval. (a) Prior to the formation of the Committee (if ever), all consents and approvals reserved to the Developers shall be made by the Developers.

(b) All consents and approvals reserved to the Developers shall be provided by the Committee if formed and only after the Developers have relinquished their duties hereunder or sold or otherwise disposed of all of their interests in their lots.

## ARTICLE V

### ARCHITECTURAL CONTROL COMMITTEE

Section 5.1 Appointment. An Architectural Control Committee ("Committee") consisting of three (3) members may, but shall not be obligated to, be formed only by the Developers during the period of time that Developers own any interest in any lot, and thereafter (i) by the members of the Association (if formed), or (ii) by a majority vote of the lot owners. If the Committee is formed by the Developers, then (A) Developers shall initially designate and appoint the members to the Committee, each appointee to be

generally familiar with the residential and community development design matters within other additions with which Developers have been associated and knowledgeable about those concerns articulated in this Declaration, and (B) within ninety (90) days after the date Developers have sold all of their interests in all of their lots, the Board (in the event the Supplementary Declaration is filed) or the lot owners (if no such Supplementary Declaration is filed) shall (1) confirm and approve the membership of the Committee, or (2) subject to the proviso following this subparagraph (2), appoint one (1) or more successor members of its own choosing to the Committee, with such succession to be effective thirty (30) days after such appointment of successor(s); provided, however, notwithstanding anything contained in the preceding subparagraph (b) or elsewhere in this Declaration to the contrary, as long as the Developers own any lot(s) in the Addition, the Developers shall be entitled to appoint all members of the Committee.

Section 5.2 Successors; Compensation; Liability. In the event of the death, resignation or removal by the appointing party of any member of the Committee, such appointing party shall have full authority to designate and appoint a successor within a reasonable period of time. If no such appointment is made on a timely basis, the remaining member(s) of the Committee shall appoint a successor member. No member of the Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of, services performed pursuant to this Declaration.

Section 5.3 Authority. (a) The Addition shall not be replatted or resubdivided, no landscaping shall be undertaken and no building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made by any party other than the Developers, and if a Committee has been formed then until all plans therefor have been submitted to and approved in writing by a majority of the members of the Committee as to:

(i) conformity and harmony of the proposed replat and any landscape plan to existing development in the Addition, surrounding areas, community standards and other developments with which Developers are associated;

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

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

(iv) the other standards set forth within this Declaration or matters in which the Developers or the

Committee, whichever applies, have been vested with the authority to render a final interpretation and decision.

Without limiting the foregoing, the Developers or the Committee, whichever applies, are authorized and empowered to consider and review any and all aspects of platting, construction and landscaping which may, in the reasonable opinion of such party, adversely affect the living enjoyment of one or more lot owners or the general value of lots in the Addition. In considering the harmony of external design between existing structures and a proposed building being erected, placed or altered, the Developers or the Committee, whichever applies, shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans.

(b) The Developers, or the Committee acting pursuant to a majority vote of its members, whichever applies, shall have the right, power and authority to enforce the covenants, conditions, restrictions and all other terms contained in this Declaration relating to the matters within its purview as set forth herein.

Section 5.4 Procedure for Approval. (a) Each of the following documents (and all modifications thereof) must be submitted to the Developers or the Committee, whichever applies, and such party's approval must be obtained, prior to the document's submission to the City or implementation:

- (i) preliminary replat;
- (ii) final replat;
- (iii) engineering plans and specifications;
- (iv) landscaping, fencing and general development plans; and
- (v) plans for each residence, showing the nature, kind, shape, height, materials and location of all landscaping and improvements, and specifying any requested variance from the setback lines, garage location or other requirement set forth in this Declaration, and, if requested by such party, samples of proposed construction materials.

(b) All documents must be submitted in duplicate and must be sent to such party by hand delivery or certified mail. At such time as the submitted documents meet the approval of such party, one complete set of the submitted documents will be retained by such party and the other complete set shall be marked "Approved", signed by such party and returned to Builder or its respective designated representative. If disapproved by the Committee, one set of documents shall be returned marked "Disapproved" and shall be accompanied by a statement of the reasons for disapproval, which statement shall be signed by such party. Such party's approval or disapproval shall be in writing. In no event shall such party give oral approval of any documents. Notwithstanding the foregoing, if such party fails to respond to any submitted documents within ninety (90) days after the date of submission, the matters submitted shall be deemed to be approved.

Section 5.5 Standards. The Developers or the Committee, whichever applies, shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Addition consistent with the standards set forth in this Declaration, provided that such party shall have sole discretion with respect to taste, design and all standards specified herein. One objective of such party is to conform generally with community standards and prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built or maintained in the Addition. Such party shall also have the authority, among other things, to require at a minimum a six (6) to twelve (12) foot roof pitch or slope, to require that the exterior surfaces of the chimney chases be covered with brick, masonry or wood, to prohibit the use of lightweight composition roof material, to require that the colors of roofing materials be earth tones, to require the use of certain types of divided light windows (such as bronzed, white or black), to prohibit or regulate the use of solar or heating panels, to regulate the construction and maintenance of awnings and generally to require that any plans meet the standards of the existing improvements on neighboring lots. Such party may from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

Section 5.6 Termination. The Committee shall cease to exist on the date on which, with the prior written approval of Developers (if created and sanctioned by the Developers) or the Board (if the Supplementary Declaration is filed) or a majority of the lot owners (if the Supplementary Declaration is not filed), all the members of the Committee file a document declaring the termination of the Committee. If there is no Committee in authority, then no approval by the Committee shall be required under this Declaration, and variations from the standards set forth in this Declaration shall then be made in accordance with the general development standards as reflected in the plans, construction materials, landscaping and other matters approved by the Developers or the Committee, whichever applies, during its period of control.

Section 5.7 Liability of Developers and Committee. (a) The Developers and members of the Committee shall have no liability for decisions made by them so long as such decisions are made in good faith and are not discriminatory, arbitrary or capricious. Any errors in or omissions from the documents submitted to such party shall be the responsibility of the entity or person submitting the documents, and such party shall have no obligation to check for errors in or omissions from any such documents, or to check for such documents' compliance with the general provisions of this Declaration, City codes and regulations, FHA or VA regulations, state statutes or the common law, whether the same relate to lot lines, building lines, easements or any other issue.

(b) The Declarants and Developers shall have no responsibility or liability for (i) the creation, selection, management or operation of the Committee, (ii) any actions taken or

omitted to be taken by or on behalf of the Committee as a result of, in connection with, under or pursuant to this Declaration or the Addition, (iii) any liabilities, obligations, debts, actions, causes of action, claims, debts, suits or damages incurred by or on behalf of or arising in connection with the Committee, the Addition or the duties and obligations of the Committee pursuant to this Declaration.

## ARTICLE VI

### SPECIAL FENCING AND LANDSCAPING PROVISIONS

Section 6.1 Fences, Walls and Sprinkler Systems in the Restricted Area. Developers and/or the Association, whichever applies, shall have the right to erect, install, maintain, repair and/or replace fences, walls and/or sprinkler systems within those portions (the "Restricted Area") of any lot which are located between the property line of such lot and the set-back or sight lines (as established by the Plat, this Declaration or any governmental entity) of such lot. If any fence, wall or sprinkler system is erected or installed on any lot(s), such fence, wall or sprinkler system shall be the property of the owner of the lot on which such fence, wall or sprinkler system is erected or installed, subject to the easements and rights of Developers set forth below. No fence, wall or sprinkler system shall be erected or installed in the Restricted Area by the owner of the affected lot without the prior written consent of Developers.

Section 6.2 Landscaping. Developers shall have the right but not the obligation to grade, plant and/or landscape and maintain, repair, replace and/or change such grading, planting and landscaping on any portion of the Restricted Area of any lot provided that such grading, planting and landscaping conforms with the landscaping plan approved as set forth above. In the event Developers do not landscape the Restricted Area, the owner of the affected lot may plant grass and, with the prior written consent of Developers, may landscape and plant trees and shrubs in the Restricted Area; provided, however, in no event shall an owner erect or maintain any structure, paving or improvement other than landscaping in the Restricted Area.

Section 6.3 Restricted Area and Fence Encroachment Easements.  
(a) Developers shall have the right and easement to enter upon the Restricted Area for the purpose of exercising the discretionary rights set forth in Sections 6.1 and 6.2 hereof.

(b) Each owner, as grantor, grants to each owner of immediately adjacent lots, as grantee, a reciprocal easement for the encroachment of any common fence upon such grantor's lot; provided, however, no such encroachment shall extend more than two (2) feet into such grantor's lot.

Section 6.4 Maintenance of Restricted Area by Individual Lot Owner. In the event Developers do not maintain or repair any fences, walls, grading, planting or landscaping erected, installed

or situated within the Restricted Area, then the owner of the affected lot shall, at its expense, perform such maintenance and repair work as is necessary to maintain such fences, walls, grading, planting and landscaping in a good and neat condition and appearance; provided, however, that the lot owner shall give Developers ten (10) business days' written notice before performing any maintenance other than mowing, edging and trimming. So long as the Restricted Area and any fences, walls, grading, planting and landscaping thereon are reasonably maintained and repaired by Developers, the owner of such affected lot shall not perform any maintenance or repair work within such Restricted Area without the prior written consent of Developers. In no event shall the owner of any lot perform any maintenance or repair work or any sprinkler system within the Restricted Area without the prior written consent of Developers.

Section 6.5 Termination. Upon notice from Developers recorded in the public records of the County, Developers may terminate any or all of their rights, easements and authority pursuant to this Article VI.

Section 6.6 Association's Rights. Notwithstanding any contrary provision herein, the Association (if a Supplementary Declaration is filed) shall have the right, but not the obligation, to exercise, at the Association's sole expense, any of Developers' rights, easements and authority pursuant to this Article VI, but only to the extent that Developers elect not to exercise such rights, easements and authority. Developers' termination of their rights pursuant to Section 6.5 shall have no effect on the Association's rights pursuant to this Section 6.6.

## ARTICLE VII

### MAINTENANCE

Section 7.1 Property and Lot Maintenance. Prior to completion of the development of the entire Addition and/or construction of a residence on each lot, all vacant lots and undeveloped portions of the Addition shall be kept mowed and free of trash and construction debris by the owner thereof. After the Lot Approval Date with respect to a particular lot, the owner and occupant of each lot shall cultivate an attractive ground cover or grass on all yards visible from the street, shall maintain the yards in a sanitary and attractive manner and shall edge the street curbs that run along the property line. Grass, weeds and vegetation on each lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street unless completely screened from public view. No owner shall permit weeds or grass to grow to a height of greater than six (6) inches upon its lot. Upon failure of the owner of any lot to maintain such lot (whether or not developed), Developers may, at their option, have the grass, weeds and vegetation cut as often as necessary in its judgment, and the owner of such lot shall be obligated, when presented with an itemized statement, to reimburse Developers for

the cost of such work. In the event Developers shall fail to exercise its right granted under the preceding sentence within ten (10) days following written notice from the Association to Developers of the Association's intent to exercise such right, the Association shall have the right, in lieu of Developers, to have the grass, weeds and vegetation cut as provided above, and upon exercise of such right, the owner of such undeveloped property or the owner of the lot in question shall be obligated, when presented with an itemized statement, to reimburse the Association for the cost of such work. These provisions shall be construed to create a lien in favor of the performing party against such property for the cost of such work or the reimbursement sought for such work performed on such property.

Section 7.2 Maintenance of Improvements. Subject to the provisions of Article VII, each owner shall maintain the exterior of all buildings, fences, walls and other improvements on his lot in good condition and repair, shall replace worn and rotten parts, shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate.

#### ARTICLE VIII

##### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION AND VOTING RIGHTS OF THE LOT OWNERS

Section 8.1 Membership in the Association. In the event the Supplementary Declaration is filed, every owner of a lot shall be a member of the Association, which shall function as a homeowners' association for the owners of lots in the Addition. Membership shall be appurtenant to, and shall not be separated from, ownership of a lot.

Section 8.2 Voting Rights. (a) In the event the Supplementary Declaration is filed, the Association shall have two (2) classes of voting membership:

(i) Class A. Class A members shall be all owners (other than Class B members) and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members, but the vote for such lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any lot.

(ii) Class B. Class B members shall be the Developers, who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

(b) In the event the Supplementary Declaration is not filed and the Association is not created, then, on all matters submitted to or which must be approved by the lot owners, (i) the Developers shall be entitled to three (3) votes for each lot owned by the Developers, and (ii) each other lot owner shall be entitled to one (1) vote for each lot owned by such owner. In this regard, any reference in this Declaration to approval by the lot owners shall require the affirmative vote of such lot owners taking into account the weighted voting set forth above.

Section 8.3 Board of Directors. (a) The members of the Association (if created) shall elect the board of directors (the "Board") of the Association subject to the provisions of subparagraph (b) hereof, and the Board shall, by majority rule, conduct all of the business of the Association, except when membership votes are required pursuant to this Declaration or pursuant to the articles of incorporation or by-laws of the Association. Notwithstanding the above provision, for three (3) years after the date hereof, the Committee must approve any decisions made by the Board. From and after the date set forth in Section 5.1, the Board shall appoint the Committee in the manner set forth in Section 5.1 hereof.

(b) Notwithstanding anything contained in the preceding subparagraph (a) or elsewhere in this Declaration to the contrary, as long as the Developers own any lot(s) in the Addition, the Developers shall be entitled to appoint at least one (1) member of the Board.

Section 8.4 By-Laws. The Association (if created) may make whatever rules and by-laws it deems desirable to govern the Association and its members; provided, however, any conflict between such by-laws and the provisions hereof shall be controlled by the provisions hereof.

Section 8.5 Inspection Rights. Each owner shall have the right to inspect and examine the books, records and accounts of the Association at reasonable times upon reasonable written notice, provided that such inspection and examination shall be at such owner's sole cost and expense.

## ARTICLE IX

### ASSESSMENTS

Section 9.1 Creation of Lien and Personal Obligation of Assessments. In the event the Supplementary Declaration is filed, Developers, for each fully developed lot in the Addition, hereby covenant, and each owner, by acceptance of a deed to a lot, is deemed to covenant and agree, to pay to the Association (a) annual assessments, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on each lot and, if unpaid as described in Section 9.5, shall

constitute a continuing lien upon the lot against which each such unpaid assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall be the personal obligation of the owner of such lot at the time when the assessment came due. The personal obligation for delinquent assessments shall not pass to such owner's successors in title unless expressly assumed by them, provided that the lien for such assessments shall continue and may be enforced against the lot.

Section 9.2 Annual Assessment. In the event the Supplementary Declaration is filed, (a) From and after the Lot Approval Date, each lot shall be hereby subjected to an annual assessment for the purpose of creating a fund to be designated and known as the "maintenance fund". The annual assessment will be paid to the Association annually in advance by the owner of each lot. The assessment per lot for the year in which the Lot Approval Date occurs shall be established by the (i) Developers if Developers create the Association, or (ii) assent of seventy-five percent (75%) of the votes of the lot owners (taking into account the weighted voting described herein) if the lot owners create the Association. The initial annual assessments shall be established by the association for each platted developed lot in the Addition.

The assessment for a particular lot for the calendar year in which the Lot Approval Date occurs shall be prorated for such calendar year for the period commencing on the Lot Approval Date and ending on December 31 of such calendar year. The rate at which each lot will be assessed for subsequent years will be determined annually by the Board at least thirty (30) days in advance of each annual assessment, provided that, without a vote of the membership as described in the next sentence, the annual assessment may not be increased by the Board in any year by an amount in excess of ten percent (10%) above the previous year's annual assessment. The annual assessment may be increased to an amount in excess of ten percent (10%) of the assessment for the previous year by the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose at which a quorum is present. The notice and quorum requirements for such meeting are the same as those set forth in Section 9.4 for special assessments for capital improvements. The assessments for each lot shall be uniform according to the categories set forth above. The Association shall, upon demand and upon payment of a reasonable fee, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 9.3 Purposes. In the event the Supplementary Declaration is filed, the Association shall use the proceeds of the maintenance fund for the use and benefit of the Addition. Such uses and benefits may include, by way of example and not limitation, any and all of the following: maintaining the landscaping, lighting, sprinkler systems, walls, fences, signs and other features located in any Restricted Area and other areas owned by the Association (collectively, the "Common Area") as designated

on Exhibit A or the Plat; mowing the grass, maintaining the gravel and maintaining signs in or adjoining any rights-of-way or easements in the event the City or County fails to maintain such areas; payment of all legal charges and expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the property to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the assessment; paying insurance premiums for liability and fidelity coverage for the Association and/or its officers and directors employing policemen and watchmen, caring for vacant lots and doing any other things which are necessary or desirable in the opinion of the Board to keep the lots neat, secure and in good order, or which are considered of general benefit to the owners or occupants of the Addition, it being understood that the judgment of the Board in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 9.4 Special Assessments for Capital Improvements. In the event the Supplementary Declaration is filed, in addition to the annual assessments authorized above, the Association may levy, in any calendar year after the Lot Approval Date, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to be made on or to the Restricted Area or Common Area in that same or immediately subsequent calendar year, including walls, fences, lighting, signs and sprinkler systems, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose not less than ten (10) days nor more than fifty (50) days in advance of such meeting. At the first such meeting called, the presence of members (in person or by proxy) entitled to cast fifty one percent (51%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that as long as the Class B membership exists, a quorum shall be met if a majority of the Class B votes is present in person or by proxy at such subsequent meeting regardless of the presence of any Class A members or votes. No meeting shall be held more than fifty (50) days following the preceding meeting.

Section 9.5 Effect of Nonpayment of Assessments; Remedies of the Association. In the event the Supplementary Declaration is filed, any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid in full at the prime rate as announced from time to time by NCNB Texas National Bank plus four percent (4%) per annum, or if no such rate is announced, then at the rate of eighteen percent (18%) per annum, but in no event in excess of the maximum rate allowed by applicable Texas law. The Association may bring an action at law against the

lot owner personally obligated to pay the same, may foreclose the lien against the lot and/or may pursue any other legal or equitable remedy available to it. No owner may waive or otherwise avoid liability for the assessment provided for herein by nonuse of any Common Area or by abandonment of its lot.

Section 9.6 Subordinated Lien to Secure Payment. In the event the Supplementary Declaration is filed, the lien on any particular lot created as the result of the nonpayment of any assessment provided for herein shall be subordinate to the liens of any valid preceding mortgage or deed of trust secured by such lot. Sale or transfer of any lot shall not impair the enforceability or priority of the assessment lien against such lot.

Section 9.7 Duration. In the event the Supplementary Declaration is filed, the assessments will remain effective for the full term (and extended term, if applicable) of the Declaration, provided that no assessments may be made against the Declarants or Developers, or any lots owned by Declarants or Developers, for any periods prior to the Lot Approval Date.

Section 9.8 Declarants and Developers Not Liable for Association Deficits. Notwithstanding anything contained in this Declaration to the contrary, Declarants and Developers shall not be liable for any liabilities, obligations, damages, causes, causes of action, claims, debts, suits or other matters incurred by or on behalf of the Association or for any deficits or shortfalls incurred or realized by or on behalf of the Association in connection with the Addition or this Declaration. Each Declarant's and Developer's sole liability and obligation hereunder shall be limited to the assessments assessed against any lots owned by such Declarant or Developer, whichever applies.

## ARTICLE X

### PROPERTY RIGHTS IN COMMON AREA

Section 10.1 Association's Rights. In the event the Supplementary Declaration is filed, the Association and its assigns, contractors and employees shall have the right and easement to enter upon the Common Area for the purpose of exercising the rights of the Association as set forth in this Declaration.

Section 10.2 Common Area Easements. Every owner shall have a non-exclusive right and easement of enjoyment in and to any Common Area, which right shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

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

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an

owner or occupant of a lot of occupant of a lot for any period during which any assessment against such owner's lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

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

Section 10.3 Delegation of Rights. Any owner may delegate, in accordance with the by-laws of the Association, his right of enjoyment to the Common Area and facilities to the members of such owner's family or to persons residing on the lot under a lease or contract to purchase.

Section 10.4 Conveyance of Common Area to Association. The Developers shall convey the Common Area to the Association, free and clear of any encumbrances other than as may be created by this Declaration or imposed by the City, County or other applicable governmental authority, prior to the sale of the first lot in the Addition if the Association is formed prior to such date.

## ARTICLE XI

### GENERAL PROVISIONS

Section 11.1 Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved and shown on the Plat, including, without limitation, an easement over the rear five (5) feet of each lot. Easements are also reserved on the Plat for the installation, operation, maintenance and ownership of utility service lines from the lot lines to the residences. Developers reserve the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements in the Addition. The owner of a lot shall mow weeds and grass and shall keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot.

Section 11.2 Recorded Plat. All dedications, limitations, restrictions and reservations shown on the Plat are and shall be incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Developers or any owner conveying lots in the Addition whether specifically referred to therein or not.

Section 11.3 Mortgages. It is expressly provided that the breach of any of the conditions in this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any

part thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to lots acquired by foreclosure, trustee's sale or otherwise, but only as to any breach occurring after such acquisition of title.

Section 11.4 Term. The foregoing covenants and restrictions shall run with and bind the Addition and shall remain in full force and effect for a term of thirty (30) years after this Declaration is recorded, and shall be automatically extended for successive periods of ten (10) years unless amended as provided herein.

Section 11.5 Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the unappealable judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 11.6 Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Addition, it being understood that, except as otherwise expressly provided herein with respect to Declarants, Developers and the Committee, such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Addition. This instrument, when executed, shall be filed of record in the deed records of the County so that each and every owner or purchaser of any portion of the Addition is on notice of the easements, conditions, covenants, restrictions and agreements herein contained.

Section 11.7 Enforcement. Declarants, Developers, the Committee (if formed), Association (if formed) and/or the owner of any lot in the Addition shall have the easement and right to have each and all of the foregoing restrictions, conditions and covenants herein faithfully carried out and performed with reference to each and every lot in the Addition, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each lot in the Addition, without reference to when it was sold, and to the Common Area the right and easement to have such restrictions, conditions and covenants strictly complied with, such right to exist with the owner of each lot and to apply to all other lots in the Addition. Failure by any owner, Declarants, Developers, Committee (if formed) or Association (if formed) to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The rights of enforcement granted Declarants, Developers, Committee (if formed) and Association (if formed) under this Declaration are personal rights and in no other event shall the owner of any land except land in the Addition have any right of enforcement with respect to this Declaration. In addition, the restrictions, conditions and covenants set forth herein may be

enforced by the Building Inspector (or official performing similar functions) of the City, and such Building Inspector is hereby authorized to refuse or revoke all permits for the construction of any improvements on any lot if the proposed improvements on such lot do not strictly comply with such restrictions, conditions and covenants.

Section 11.8 Other Authorities. If other authorities, such as the City or County, impose more demanding, extensive or restrictive requirements than those set forth herein, the requirements of such authorities shall govern. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 11.9 Addresses. Any notices or correspondence to an owner of a lot shall be addressed to the street address of the lot. Any notices or correspondence to the Committee shall initially be addressed to the Committee at the address of the Developers, or to such other address as is specified by the Committee pursuant to an instrument recorded in the deed records of the County.

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EXECUTED by the Declarant on the date shown in the acknowledgements below, to be effective as of October 30, 1992.

DECLARANT:

Pulte Home Corporation of Texas,  
a Michigan Corporation,

By: Don Egan  
Name: \_\_\_\_\_  
Title: Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared \_\_\_\_\_, Vice President of Pulte Home Corp. of Texas, a Michigan Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, as the act and deed of Pulte Home Corporation of, in the capacity therein stated.

Texas  
October 30<sup>th</sup> day of  
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 1992

[SEAL]

My Commission Expires:  
6/15/94

Zelda L. McGriff  
Notary Public in and for  
the State of Texas

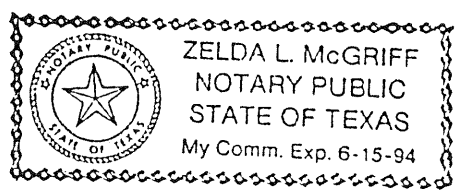


EXHIBIT A  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE PARKS OF CARROLLTON  
AN ADDITION TO THE CITY OF CARROLLTON,  
DALLAS COUNTY, TEXAS

Legal Description

<u>LOT</u>	<u>BLOCK</u>
1-10	1
1-17	2
1-10	3
1-10	4
1-10	5
1-10	6
1-10	7

UNANIMOUS CONSENT IN LIEU OF  
ORGANIZATIONAL MEETING  
OF  
THE PARKS OF CARROLLTON HOMEOWNERS ASSOCIATION  
A TEXAS NON-PROFIT CORPORATION

We, the undersigned, being all of the directors of The Parks of Carrollton Homeowners Association, a Texas Non-Profit Corporation (the "Corporation"), pursuant to the provisions of the Texas Non-Profit Corporation Act, do, by consent, take the following corporate action and adopt the following resolutions, which corporate action and resolutions shall have the same force and effect as a unanimous vote of all of the directors of the Corporation at a formal organizational meeting of the Board of Directors of said Corporation:

RESOLVED, that the Articles of Incorporation having been approved and filed in the office of the Secretary of State of Texas under Charter Number 01332818-01 on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, be placed in the Minute Book of this Corporation.

RESOLVED, that \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, having been designated as the directors of the Corporation by the Articles of Incorporation until the first annual meeting of members or until their successors are elected and qualified, do accept the office of director of the Corporation, such acceptance being evidenced by their signatures below.

RESOLVED, that the Bylaws submitted to each director of this Corporation be, and the same hereby are, adopted for and as the Bylaws of this Corporation, and the Secretary of this Corporation be, and the same hereby is, directed to cause a copy of the Bylaws to be inserted in the Minute Book of this Corporation.

RESOLVED, that the seal, an impression of which is affixed hereto, be, and it hereby is, adopted as the official seal of the Corporation.

RESOLVED, that the following individuals be, and they hereby are, elected to the offices set forth opposite their respective names, to serve as such until the first meeting of the Board of Directors of the Corporation following the next annual meeting of members, or until their respective successors are elected and qualified:

David Ragsdale  
Amy Merritt  
Aly Hussaini  
Mary Lee Heno  
Raymond McGadney

President  
Member  
Vice President  
Secretary  
Treasurer

RESOLVED, that regular bank accounts in the name of this Corporation or a designated agent of the Corporation be opened from time to time at such banks as the President of the Corporation or a designated agent of the Corporation shall deem necessary or appropriate, wherein may be deposited any of the funds of this Corporation and from which withdrawals are hereby authorized in the name of this Corporation by the signatures of such individual or individuals as the President or a designated agent of the Corporation shall designate;

FURTHER RESOLVED, that the Secretary of this Corporation be, and the same hereby is, authorized to certify resolutions to such agents and banks, authorizing the opening of such bank accounts in such form as said banks may customarily require, and such resolutions shall be inserted in the Minute Book of the Corporation following these minutes as if set forth herein in full;

FURTHER RESOLVED, that, subject to the terms of the Articles of Incorporation and Bylaws of the Corporation, the President of this Corporation be, and the same hereby is, authorized to borrow in the name and on behalf of the Corporation such funds in such amounts and from such persons or such lending institutions as he, in his discretion, deems to be in the best interests of this Corporation; and

FURTHER RESOLVED, that the Secretary and any Assistant Secretary be, and each hereby is, authorized to certify resolutions to such lender authorizing such borrowing in such form as said lender may customarily require, and such resolutions so certified shall be deemed to be copied in these minutes as fully as if set forth herein in full.

RESOLVED, that the fiscal year for this Corporation shall commence on the 1st day of January of each year and shall end on the 31st day of December each year.

RESOLVED, that the Treasurer of this Corporation be, and the same hereby is, authorized to pay out of the funds of this Corporation all of the fees and expenses incurred by the incorporator, directors, officers or members which were necessary or appropriate for the formation and/or organization of this Corporation.

DATED to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 1996.

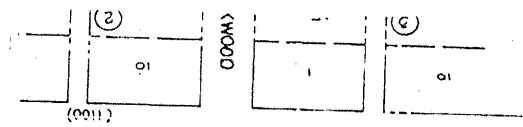
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David Ragsdale

\_\_\_\_\_  
Amy Merritt

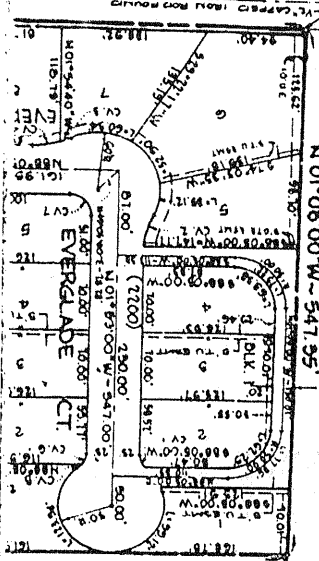
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Aly Hussaini

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Mary Lee Heno

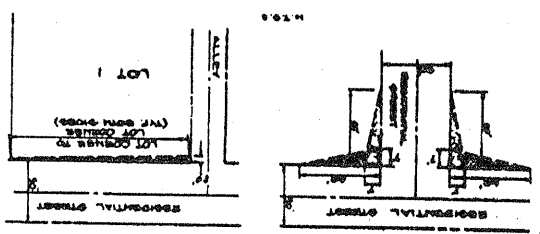
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Raymond McGadney



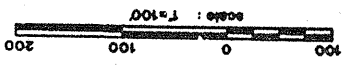
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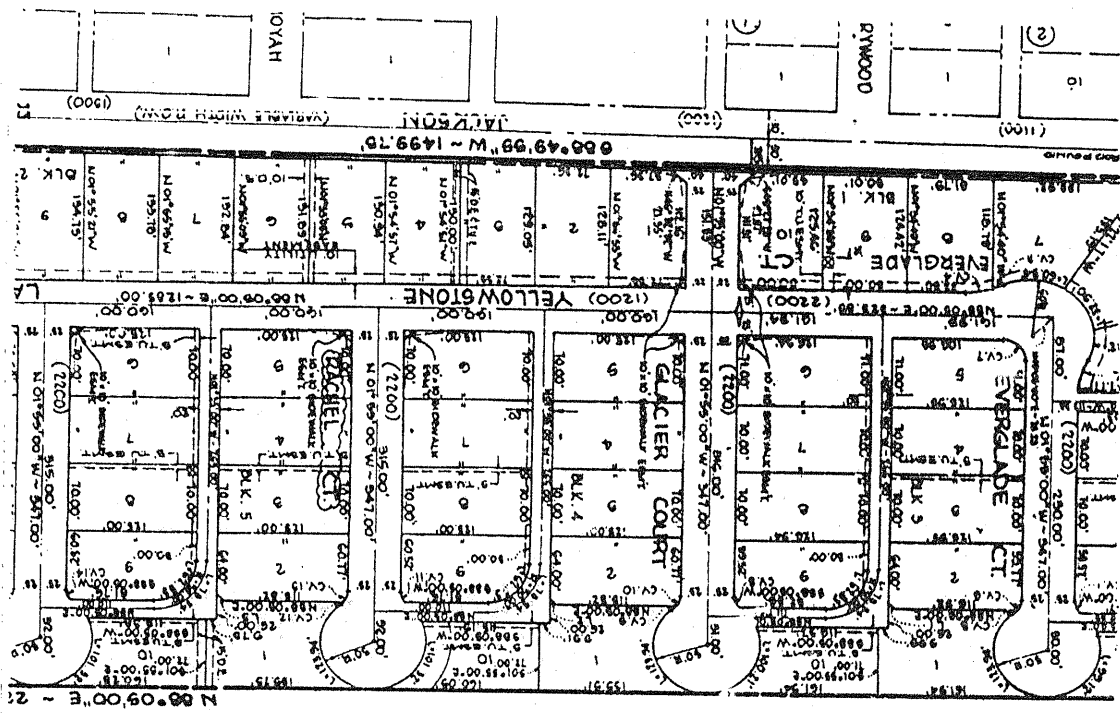


PROPERTY ABANDONED  
 All corners of residential street frontage and building  
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 are hereby abandoned and the same are  
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 as may be determined by the  
 appropriate authority.

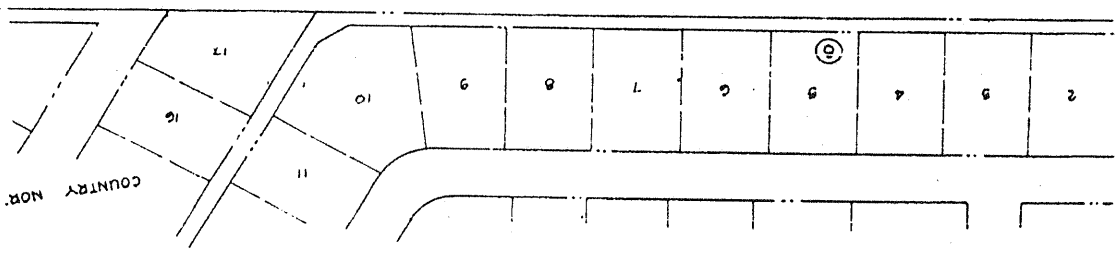


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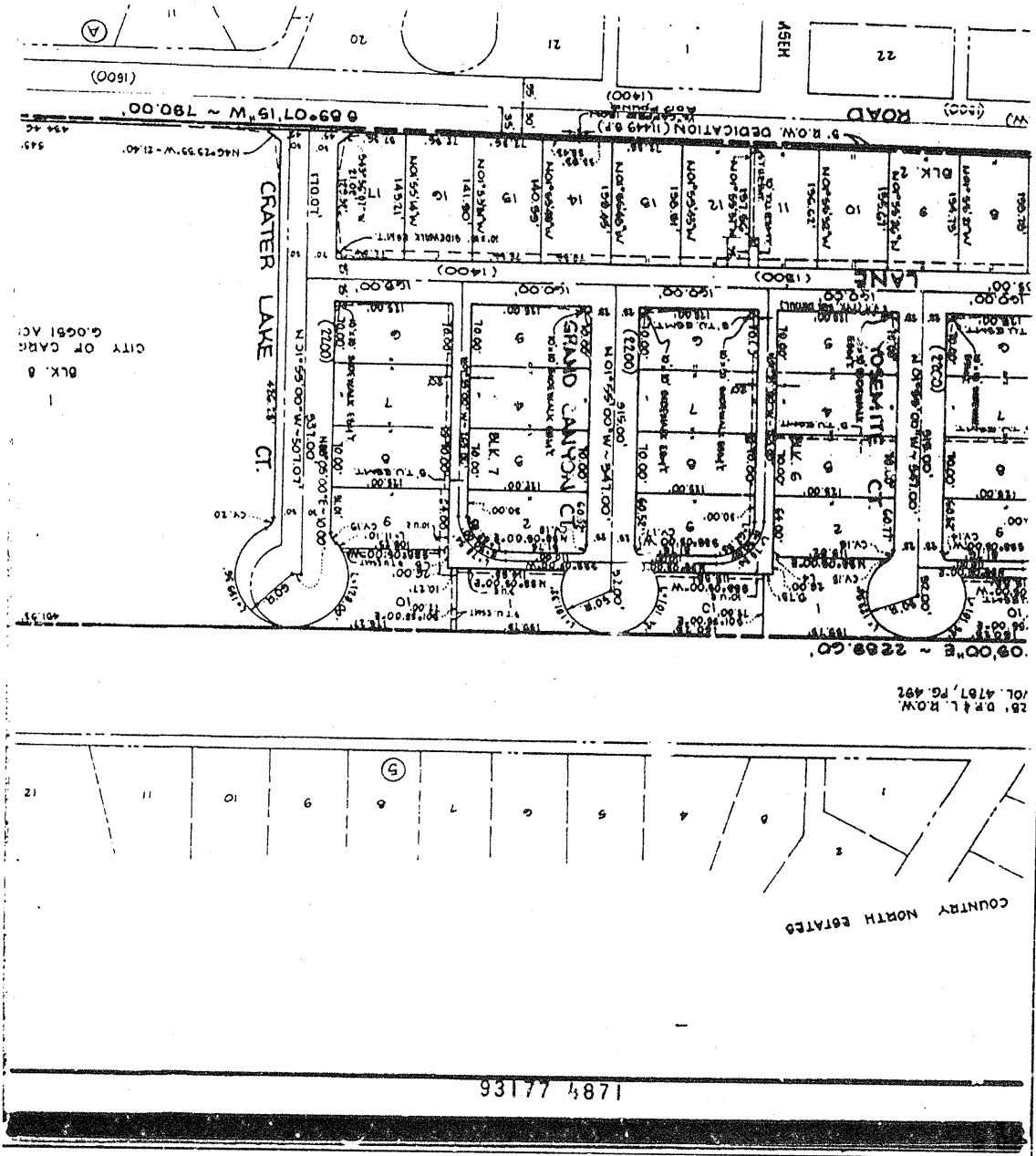
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125' D.P.L. ROW  
VOL. 4181, PG. 492



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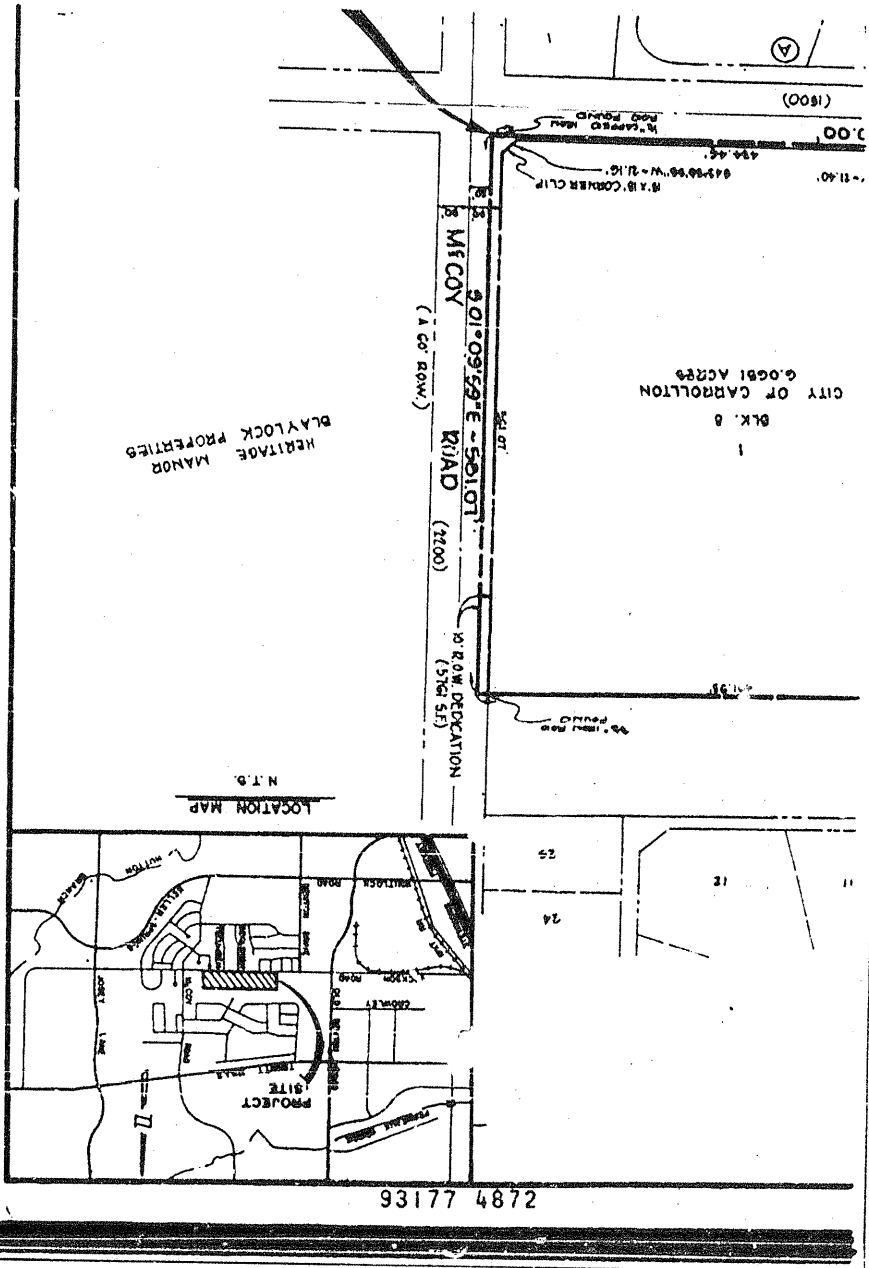
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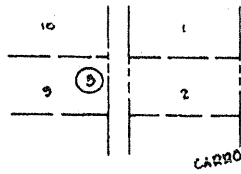
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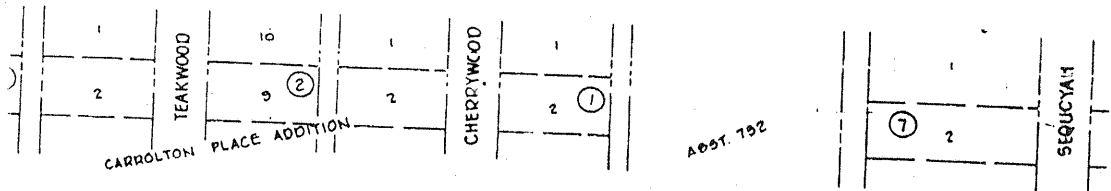


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 U.E.  
 V.E.  
 B

CURVA NO.	VALOR
1	67'48"
2	28'20"
3	67'21"
4	18'18"
5	66'08"
6	61'01"
7	59'00"
8	62'21"
9	14'21"
10	27'00"
11	27'41"
12	14'01"
13	27'00"
14	27'41"
15	14'01"
16	27'00"
17	27'41"
18	27'41"
19	41'00"
20	62'10"

CURVA NO.	VALOR
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606 0143  
 8.19.99  
 FEB-10-75



**LEGEND:**

- INDICATES STREET NAME CHANGE
- DE DRAINAGE EASEMENT
- UE UTILITY EASEMENT
- VE VISIBILITY EASEMENT
- ⊗ 10'-0" TO ELECTRIC TRANSFORMER PAD EASEMENT
- ⊕ 5' TO ELECTRIC CABLE EGMT. (UNLESS NOTED)

I, Robert L. Davison, Registered Professional Land Surveyor for the State of Texas, do hereby certify the Subdivision plat shown herein accurately represents the described property, as determined by a survey made on the ground, under my direction and supervision, and 1/4 inch iron rods with caps stamped Center & Burgess have been set at all corners and points of curve. Any additional right-of-way, unless noted otherwise. The monuments or marks set or found, are sufficient to enable retracement.

Date: May 14, 1993

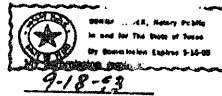
*Robert L. Davison*  
 Robert L. Davison  
 Registered Professional Land Surveyor  
 Number 8587

CURVE NO.	DELTA	RADIUS	PERCENT	LENGTH
1	47°46'34"	15.00'	0.86%	12.62'
2	20°29'50"	90.00'	16.37%	32.20'
3	07°21'55"	90.00'	5.22%	11.61'
4	16°18'34"	90.00'	14.90%	26.74'
5	06°09'43"	10.00'	1.10%	2.25'
6	43°01'30"	10.00'	0.51%	11.24'
7	90°00'00"	20.00'	20.00%	31.42'
8	42°21'57"	10.00'	6.03%	11.51'
9	14°01'15"	10.00'	1.64%	3.67'
10	37°00'57"	10.00'	0.16%	0.28'
11	37°01'15"	10.00'	0.20%	0.29'
12	16°01'16"	10.00'	1.54%	3.67'
13	37°00'57"	10.00'	0.16%	0.28'
14	37°01'15"	10.00'	0.20%	0.29'
15	14°01'15"	10.00'	1.64%	3.67'
16	37°00'57"	10.00'	0.16%	0.28'
17	37°01'15"	10.00'	0.20%	0.29'
18	37°01'15"	10.00'	0.20%	0.29'
19	43°00'00"	10.00'	0.56%	11.71'
20	67°10'55"	10.00'	0.05%	0.28'

**STATE OF TEXAS**

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Robert L. Davison, known to me to be the person whose name is subscribed for the purpose and consideration therein expressed.

Given under my hand and seal of office this 14th day of May, 1993



*Robert L. Davison*  
 Notary Public in and for the State of Texas

**LEGAL DESCRIPTION**

Being a 29.512 acre tract of land situated in the Mary Kennedy Survey, Abstract No. 732, in the City of Carrollton, Dallas County, Texas, and being all of that certain tract of land as described in deed to Pulte Home Corporation of Texas as recorded in Volume 92147, Page 0867, Dallas County Deed Records, and also being all of that certain tract of land as described in deed to the City of Carrollton, Texas as recorded in Volume 92167, Page 0873, said Deed Records and being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the westerly right-of-way line of Melroy Road, a 50 foot wide public street, and the northerly right-of-way line of Jackson Road, a 45 foot wide public street, the southeast corner of said City tract, from which a 1/2 inch iron rod found for reference bears S89°07'15"W, 10.00 feet;

THENCE S22°07'11"W, 730.00 feet along said northerly line, to a 1/2 inch iron rod, found;

THENCE S86°49'55"W, 1499.73 feet continuing along said northerly line, to a 1/2 inch iron rod, found, the southeast corner of a tract of land as described in deed to the Trustees of Central Park Baptist Church;

THENCE N01°08'00"W, 547.35 feet along the easterly line of said Church tract, to a 1/2 inch iron rod, found in the southerly line of a 125 foot wide Texas Utilities right-of-way as recorded in Volume 4787, Page 492, said Deed Records.

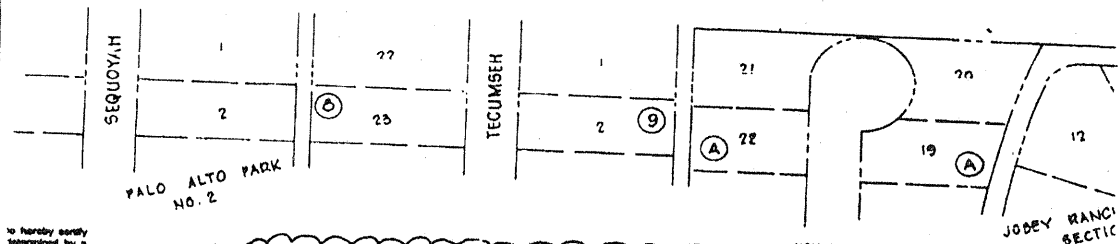
THENCE S48°04'00"E, 3288.40 feet along said southerly line, to a point in the westerly line of said Melroy Road, from which a 3/8 inch iron rod found for reference bears S89°05'00"W, 10.00 feet;

THENCE S01°09'59"E, 581.07 feet along said westerly line, to the POINT OF BEGINNING and containing 29.512 acres of land.

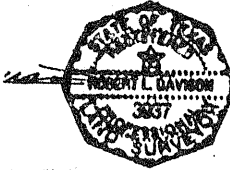
LINE NO.	BEARING	DISTANCE
1	S44°00'00"W	1.00'
2	S44°00'00"W	1.00'
3	S44°00'00"W	0.19'
4	S44°00'00"W	0.49'
5	S44°00'00"W	0.22'

73  
 3-8-75

93177 4874



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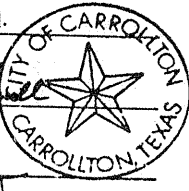
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2. "Easements which are recorded in all districts, with the single exception of local industrial districts shall be constructed in accordance with the city of Carrollton specifications.  
 The developer will construct sidewalks along the rear and side of lots that abut collector or arterial thoroughfares of which abut perimeter streets, or where an alley is adjacent to a collector or arterial thoroughfare.  
 The builder on a lot will construct all other sidewalks on the front and side lots on internal streets. Certificates of Occupancy will not be issued until such requirements have been met."  
 3. "Selling all a portion of this addition by notes and bounds description, without a replat being approved by the City of Carrollton, is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits."

On the 6<sup>th</sup> day of May, 1913 this plat was duly approved by the Planning and Zoning Commission of the City of Carrollton. This approval is contingent upon filing this plat with the appropriate county deed records within six (6) months.

*B. Larson*  
 Bruce Larson, Chairman  
 Planning and Zoning Commission  
*Jamie Carroll*  
 Jamie Carroll  
 City Secretary



DIRECTOR OF PLANNING

To the best of my knowledge, there are no liens against this property.

*Don Evans*  
 Signature of Owner

HOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS

That PULTE HOME CORPORATION OF TEXAS through hereby adopt this plat design of the hereinabove desc Carrollton, an addition to the City of Carrollton, Texas, a public use forever the streets and alleys shown hereon, easements shown on the plat for mutual use and access dealing to use, or using same, said dedications being in and to bind itself, its successors and assigns to forever warrant above described streets, alleys, easements and rights to person whomsoever lawfully claiming or to claim the same buildings, fences, trees, shrubs, or other improvements upon, over, or across the easements on said plat. Any to remove and keep removed all or part of any building improvements or growing which in any way endanger or maintenance, or efficiency of its respective system on a public utility shall at all times have the right of ingress a any of said easements for the purpose of constructing, patrolling, maintaining, and adding to or removing all or without the necessity at any time of procuring the perm

Witness my hand this 12 day of May

*Don Evans*  
 Don Evans  
 Vice President  
 Pulte Home Corporation of Texas  
 STATE OF TEXAS

Before me, F.J. undersigned authority, a notary public in and personally appeared Don Evans, known to me to be the per the purpose and consideration therein expressed.

GIVEN under my hand and seal of office this 12 day of May

*Zelda L. Mahaffey*  
 Zelda L. Mahaffey  
 Notary Public in and for the State of Texas

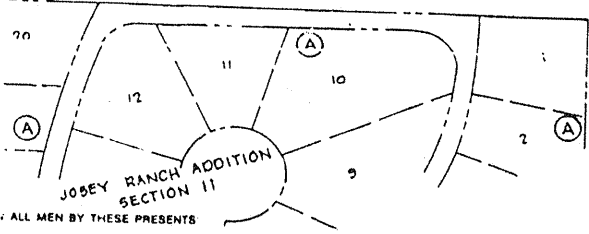
My commission expires:



SUMMARY OF AMENDMENTS TO PLAT RECORDED IN VOLUME 8308, PAGE 1808, D.C.D.B.  
 1. STREET NAMED ION CHANGED TO RACHEL COURT.  
 2. SUBDIVISION NAME CORRECTED IN CHAEREA'S DEDICATION CHANGED FROM SAVOY II TO THE PARKS OF CARROLLTON.  
 3. NOTE B, "A MASONRY SCREENING WALL..." DELETED.

RETURN TO:  
 NAME City of Carrollton - G  
 ADDRESS 1416 Teal  
 CITY Carrollton, TX 7500

93177 4875



**POINT OF BEGINNING**

ALL MEN BY THESE PRESENTS  
 ORATION OF TEXAS through the undersigned authority, does  
 signing the heretofore described property as The Parks of  
 the City of Carrollton, Texas, and does hereby dedicate to the  
 alleys and ways shown hereon, and does hereby dedicate the  
 plat for mutual use and accommodation of all public utilities  
 same, said dedications being free and clear of all liens and  
 shown hereon. Pulte Home Corporation of Texas does hereby  
 and assigns to forever warrant and defend all and singular the  
 alleys, easements and rights unto the public against every  
 claiming or to claim the same or any part thereof. No  
 roads, or other improvements shall be constructed or placed  
 easements on said plat. Any public utility shall have the right  
 used all or part of any buildings, fences, trees, shrubs, or other  
 which in any way endanger or interfere with the construction,  
 of its respective system on any of these easements, and any  
 es have the right of ingress and egress to and from and upon  
 the purpose of constructing, reconstructing, inspecting,  
 adding to or removing all or part of its respective system  
 y time of procuring the permission of anyone.

SEP 18 1998  
 COUNTY OF DALLAS  
 COUNTY CLERK, Dallas County, Texas

*Earl Burt*  
 COUNTY CLERK, Dallas County, Texas

**AMENDED PLAT**  
 OF  
**THE PARKS OF CARROLLTON**

OUT OF THE  
**MARY KENNEDY SURVEY, ABSTRACT NO. 732**  
 IN THE  
**CITY OF CARROLLTON, DALLAS COUNTY, TEXAS**

12 day of May, 1993.

*clerk*

State of Texas

**OWNER: PULTE HOME CORPORATION OF TEXAS**  
 1431 GREENWAY DRIVE, SUITE 700  
 IRVING, TEXAS 75038  
 (214) 518-0177

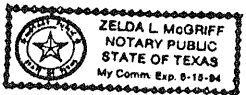
**DEVELOPER: G. DEVELOPMENT**  
 8445 FREEPORT PARKWAY, SUITE 210  
 IRVING, TEXAS 75083  
 (214) 621-0059

**ENGINEER: CARTER & BURGESS, INC.**  
 7950 ELMBROOK DRIVE, SUITE 250  
 DALLAS, TEXAS 75247  
 (214) 638-0145

I, authority, a notary public in and for the State of Texas, on this day  
 vane, known to me to be the person whose name is subscribed for  
 tion thereon expressed.

seal of office this 12 day of May 1993.

*M. McGriff*  
 State of Texas



*Carrollton - Engineering*

*S. Jackson*

*Irving, TX 75006*

20.5917 ACRES -  
 78 LOTS

AUGUST 1992  
 93177 4876

CITY FILE NO. 06-03MD1  
 C&B JOB NO. 91306601D  
 FILE NO. 01-1382

SEP 13 PM 2:16  
 COUNTY CLERK  
 DALLAS COUNTY

RECEIVED FEB 19 1997

SUPPLEMENTARY DECLARATION  
FOR THE PARKS OF CARROLLTON  
AN ADDITION TO THE CITY CARROLLTON,

180847

DALLAS COUNTY, TEXAS

01/28/97  
Deed (1 Page)

365717

\$9.00

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS THAT:

COUNTY OF TEXAS

As of December, 19, 1996 the Developer of The Parks of Carrollton has been informed that a Homeowners Association has been established in the Parks of Carrollton Addition. We have been informed that the Association was formed by the assent of at least 75% of all votes of the Lots owners in the Addition. As the Developer we have taken no part in the formation of the Association. In addition, as the Developer and per sections 2.3(b) of the Covenants and Restrictions set forth for the Addition, the Developer has no responsibility or liability for creation, formation, management or operation of the Association.

The filing of the Supplementary Declaration is therefore performed at the request of the Register Agent noted below, to note the forming of a Homeowners Association. Any and all actions and obligations shall be addressed by the Register Agent noted below:

The Parks of Carrollton Homeowners Association  
C/O Principle Management Group  
5622 Dyer Street  
Dallas, Texas 75206  
Phone 214 368 - 4030

This document has hereby been executed by the Declarant on December 19, 1996 to be effective as of December 19, 1996.

Declarant:

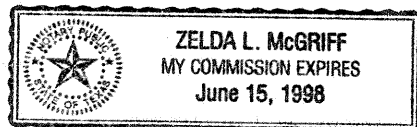
Pulte Home Corporation of Texas,  
a Michigan Corporation

By: Tim Stewart  
Title: Controller

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Timothy M Stewart, Controller of Pulte Home Corporation of Texas, a Michigan Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, as the act and declaration of Pulte Home Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of Dec., 1996.

Zelda L. McGriff  
Notary Public in and for  
the State of Texas



97018 03378

## AGREEMENT AND PLAN OF MERGER

## MERGING

PULTE HOME CORPORATION OF TEXAS,  
a Michigan corporation,

## INTO

PULTE HOMES, L.P.,  
a Texas limited partnership

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made as of the 21st day of August, 1997, by and between Pulte Homes, L.P., a Texas limited partnership ("Pulte L.P." or the "Surviving Entity") and Pulte Home Corporation of Texas, a Michigan corporation ("Pulte Texas"). Pulte L.P. and Pulte Texas are sometimes individually referred to in this Agreement as a "Constituent Entity" and collectively referred to in this Agreement as the "Constituent Entities."

## RECITALS

A. Pulte L.P. is a limited partnership duly organized and existing under the laws of the State of Texas.

B. Pulte Texas is a corporation duly organized and existing under the laws of the State of Michigan, with authorized capital stock consisting of 50,000 Common Shares, \$1.00 par value, of which 1000 shares are issued and outstanding.

C. The (i) board of directors and the sole shareholder of Pulte Texas have approved this Agreement, (ii) general partner of Pulte L.P. has approved this Agreement, and (iii) board of directors and the sole shareholder of Pulte Texas, and general partner of Pulte L.P., have declared this Agreement advisable and in the best interests of their respective entities, and that Pulte Texas merge with and into Pulte L.P., which shall be the Surviving Entity, in the manner and upon the terms and conditions hereinafter set forth, and with the effect provided by and pursuant to the applicable provisions of the Michigan Business Corporation Act and the Texas Revised Limited Partnership Act, which laws permit the merger herein contemplated.

THEREFORE, it is agreed that Pulte Texas merge with and into Pulte L.P., effective as of the 31st day of August, 1997 (the "Effective Date"), as follows:

FIRST: The Constituent Entities shall on the Effective Date be merged into a single limited partnership in accordance with the applicable provisions of the Michigan Business Corporation Act and the Texas Revised Limited Partnership Act, by Pulte Texas merging with and into Pulte L.P., which shall be the Surviving Entity.

97175 03713

**SECOND:** The separate existence of Pulte Texas shall cease on the Effective Date, and the existence of Pulte L.P. shall continue unaffected and unimpaired by the merger with all of the rights, privileges, immunities and powers, and subject to all of the duties and liabilities, of a limited partnership organized under the Texas Revised Limited Partnership Act.

**THIRD:** The Certificate of Limited Partnership of Pulte L.P. shall be the certificate of limited partnership of the Surviving Entity, except that on the Effective Date of the merger such Certificate of Limited Partnership shall be, and hereby is by this Agreement, amended in the form attached as Exhibit A. The Certificate of Limited Partnership, as amended pursuant to the preceding sentence, shall constitute the Certificate of Limited Partnership of the Surviving Entity until further amended in the manner provided by law.

**FOURTH:** The partners of Pulte L.P. as of the Effective Date shall continue and shall constitute the partners of the Surviving Entity, unless changed thereafter in the manner provided by law.

**FIFTH:** The manner of converting the shares of Pulte Texas into limited partnership interests of the Surviving Entity shall be as follows: all of the shares of the Common Stock of Pulte Texas issued and outstanding on the Effective Date and all rights in respect thereof, shall, by virtue of the merger and without any action on the part of the holder thereof, be cancelled and retired and cease to exist; and, shall be converted into the right to receive, upon surrender of the certificate or certificates representing such shares, a 99.90% limited partner partnership interest in the Surviving Entity.

**SIXTH:** From and after the Effective Date, all the rights, privileges, powers and franchises and all property, contracts, money and assets of every kind and description; including without limitation, patents, trademarks, trade names, licenses and registrations and the goodwill relating to any of the foregoing of Pulte Texas shall be vested in, and be held and enjoyed by, the Surviving Entity without further act or deed. All the estates and interests of every kind of Pulte Texas, including without limitation, all debts due to it on whatever account, shall be as effectively the property of the Surviving Entity as they were of Pulte Texas prior to the merger. The title to any real estate vested by deed or otherwise in Pulte Texas shall not revert or be in any way impaired by reason of the merger. All rights of creditors and all liens upon any property belonging to Pulte Texas prior to the merger shall henceforth attach to the same property of the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred by the Surviving Entity.

**SEVENTH:** Pulte Texas agrees, to the extent permitted by law, from time to time, as and when requested by the Surviving Entity or by its successors or assigns, to execute and deliver, or cause to be executed or delivered, all such deeds and instruments, and to take or cause to be taken, such further or other action as the Surviving Entity may deem necessary or desirable in order to vest in and confirm the Surviving Entity title to, and possession of, any property, bank accounts, assets or rights of Pulte Texas, acquired by reason of or as a result of the merger herein provided for, and otherwise to carry out the intent and purposes hereof. The proper officers and directors of Pulte Home Corporation immediately preceding the merger and the general partner of the Surviving Entity are authorized, in the name of Pulte Texas and the Surviving Entity, or otherwise, to take any and all such action.

EIGHTH: The Constituent Entities shall take or cause to be taken all action, or do or cause to be done all things necessary, proper, or advisable under the applicable provisions of the Michigan Business Corporation Act and the Texas Revised Limited Partnership Act to consummate the merger and to make the merger effective.

NINTH: This Agreement shall be furnished by the Surviving Entity, on request and without cost, to any shareholder or partner of any Constituent Entity.

TENTH: Pulte Texas may be served with process in the State of Texas in any proceeding for the enforcement of any obligation of Pulte Texas as well as for enforcement of any obligation of Pulte L.P. arising from the merger; and it does hereby irrevocably appoint the Secretary of State of Texas as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Texas is:

33 Bloomfield Hills Parkway  
Suite 200  
Bloomfield Hills, Michigan 48304-2946,

until the Surviving Entity shall have hereafter designated in writing to the Secretary of State of Texas a different address for such purpose. Service of such process may be made by personally delivering to and leaving with the Secretary of State of Texas duplicate copies of such process, one of which copies the Secretary of State of Texas shall forthwith send by registered mail to the Surviving Entity at the above address.

ELEVENTH: Anything herein to the contrary notwithstanding, this Agreement may be abandoned at any time prior to the effective date by action of the board of directors of Pulte Texas and by the General Partner of Pulte L.P. acting for any reason or for no reason. In the event of such termination and abandonment, this Agreement shall become void and have no further effect without any liability on the part of the Constituent Entities, or the shareholders or directors of Pulte Texas, or the partners of Pulte L.P. The board of directors of Pulte Texas and the general partner of Pulte L.P. may make amendments or changes to this Agreement, provided that any amendment or change shall not materially or adversely affect the shareholders or the partners of any Constituent Entity.

(Signatures Contained on the Next Page)

IN WITNESS WHEREOF, The Constituent Entities have caused this Agreement to be entered into and signed by the duly authorized officer or partner hereof as of the date and year first above written.

PULTE HOME CORPORATION OF TEXAS,  
a Michigan corporation

PULTE HOMES, L.P.,  
a Texas limited partnership

By: Pulte Home Corporation, a  
Michigan corporation and the sole  
shareholder of Pulte Home Corporation  
of Texas

By: Pulte Nevada I, Inc.,  
a Nevada corporation  
its general partner

By: *Charles Zumbert*  
*Asst Secretary*  
Its:

By: *Charles Zumbert*  
*Asst Secretary*  
Its:

DET07/68812.1

EXHIBIT A  
CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
PULTE HOMES, L.P.

THIS CERTIFICATE OF AMENDMENT TO THE CERTIFICATE OF LIMITED PARTNERSHIP (this "Certificate") is dated as of August 31, 1997, and is made by Pulte Nevada I, Inc., as Sole General Partner of Pulte Homes, L.P. (The "Partnership") for the purpose of complying with Section 2.02 of the Texas Revised Limited Partnership Act (the "Act"):

The following amendment to the Limited Partnership's Certificate of Limited Partnership, which was filed with the Office of the Secretary of State of Texas on August 12, 1997, was adopted by the Partners on August 21, 1997:

Paragraph 1 of the Certificate of Limited Partnership shall be deleted in its entirety, and in its stead and place shall be inserted the following paragraph:

"1. The name of the limited partnership is Pulte Homes of Texas, L.P."

EXECUTED this 27 day of August, 1997.

PULTE NEVADA I, INC.  
a Nevada corporation

By: Timothy M. Stewart  
Timothy M. Stewart, Assistant Controller

**ARTICLES OF MERGER**

Pursuant to the provisions of Section 2.11 of the Texas Revised Limited Partnership Act, the undersigned domestic limited partnership and foreign corporation adopt the following Articles of Merger for the purposes of merging them into one of such entities:

FILED  
 AUG 28 1997  
 Corporations Section

1. The names of the undersigned partnership and corporation and the States under the laws of which they are respectively organized are:

<u>ENTITY</u>	<u>TYPE OF ENTITY</u>	<u>STATE</u>
Pulte Homes, L.P.	Limited Partnership	Texas
Pulte Home Corporation of Texas	Corporation	Michigan

2. The laws of the State under which such foreign entity is organized permit such merger.

3. The approval of the plan of merger was duly authorized by each entity hereto by all action required by the law under which it was formed or organized and by its constituent documents.

4. The name of the surviving entity is Pulte Homes, L.P., and it is to be governed by the laws of the State of Texas, and Pulte Home Corporation of Texas shall cease to exist.

5. The address of the surviving entity's registered office and the jurisdiction under whose laws it is governed: 350 N. St. Paul Street, Dallas, Texas 75201, and it is governed by the laws of the State of Texas.

6. These Articles of Merger shall be effective as of the 31st day of August, 1997.

**PULTE HOME CORPORATION OF TEXAS,**  
 a Michigan corporation

By: *Carol Zupoff*  
 Its: *Asst. Secretary*

**PULTE HOMES, L.P.,**  
 a Texas limited partnership

By: Pulte Nevada I, Inc.,  
 a Nevada corporation,  
 its general partner

By: *Carol Zupoff*  
 Its: *Asst. Secretary*

97175 03719





# The State of Texas

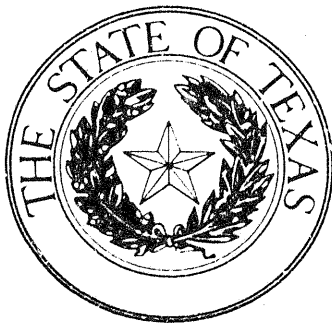
SECRETARY OF STATE

IT IS HEREBY CERTIFIED that the attached is/are true and correct copies of the following described document(s) on file in this office:

**PULTE HOMES OF TEXAS, L.P.  
FORMERLY: PULTE HOMES, L.P.  
CHARTER #100349-10**

AMENDMENT

AUGUST 29, 1997  
EFFECTIVE DATE: AUGUST 29, 1997



*IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, on September 4, 1997.*

*Antonio O. Garza, Jr.*

Antonio O. Garza, Jr.

PH

97175 03724

Secretary of State

**CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
PULTE HOMES, L.P.**

FILED  
In the Office of the  
Secretary of State of Texas  
AUG 29 1997  
Corporations Section

THIS CERTIFICATE OF AMENDMENT TO THE CERTIFICATE OF LIMITED PARTNERSHIP (this "Certificate") is dated as of August 31, 1997, and is made by Pulte Nevada I, Inc., as Sole General Partner of Pulte Homes, L.P. (The "Partnership") for the purpose of complying with Section 2.02 of the Texas Revised Limited Partnership Act (the "Act"):

The following amendment to the Limited Partnership's Certificate of Limited Partnership, which was filed with the Office of the Secretary of State of Texas on August 12, 1997, was adopted by the Partners on August 21, 1997:

Paragraph 1 of the Certificate of Limited Partnership shall be deleted in its entirety, and in its stead and place shall be inserted the following paragraph:

"1. The name of the limited partnership is Pulte Homes of Texas, L.P."

EXECUTED this 27 day of August, 1997, to be effective August 31, 1997.

PULTE NEVADA I, INC.  
a Nevada corporation

By: Timothy M. Stewart  
Timothy M. Stewart, Assistant Controller

K:\PULTE\LP\Partnership\Amend\Cert.L.P.wpd  
Last Revised: 8/27/97

AFTER RECORDING RETURN TO:

HEXTER-FAIR TITLE CO.  
1431 GREENWAY DRIVE  
SUITE 710  
IRVING, TX 75038

97075 03722

COUNTY CLERK, Dallas County, Texas  
*Earl Bullock*



SEP 9 1997

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.  
I hereby certify this instrument was filed on the date and time stamped herein by me and was duly recorded in the volume and page of the County of Dallas, Texas as stamped hereon by me.

FILED  
97 SEP -9 AM 11:47  
EARL BULLOCK  
COUNTY CLERK  
DALLAS COUNTY

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