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FOURTH Amendment to Declaration of Restrictive Covenants

STATE OF TEXAS §
 § KNOWN ALL MEN BY THESE PRESENTS
 COUNTY OF SOMERVELL §

WHEREAS, CHEYENNE HILLS/GLEN ROSE 618 LIMITED PARTNERSHIP, a Texas limited partnership, as Owner, placed certain restrictions on property, said restrictions having been recorded in Volume 58, Page 325, of the Deed Records of Somervell County, Texas ("Original Restrictions"), and

WHEREAS, said Original Restrictions were superceded and completely replaced by those certain restrictions contained in a First Amendment to Declaration of Restrictive Covenants recorded in Volume 68, Page 189, of the Deed Records of Somervell County, Texas ("First Amended Restrictions"), and

WHEREAS, CHEYENNE HILLS/GLEN ROSE 618 LIMITED PARTNERSHIP filed the SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS, recorded in Volume 95, Page 603, of the Deed Records of Somervell County, Texas ("Second Amended Restrictions") as owner of the property described in the Second Amended Restrictions, and by such filing amended the description of the property to which the restrictions contained in the First Amended Restrictions applied, and

WHEREAS, CHEYENNE HILLS/GLEN ROSE 618 LIMITED PARTNERSHIP filed the THIRD Amendment To Declaration Of Restrictive Covenants, recorded in Volume 0128, Page 556, of the Deed Records of Somervell County, Texas ("Third Amended Restrictions") as owner of the property described in the Thrd Amended Restrictions, and by such filing amended the restrictions contained in the Second Amended Restrictions applied, and

WHEREAS, CHEYENNE HILLS/GLEN ROSE 618 LIMITED PARTNERSHIP, as owner of a majority of the lots to which the Third Amended Restrictions apply and as the Developer, as such term is used in the Thrd Amended Restrictions, desires to amend the restrictive covenants and provisions provided for by the Third Amended Restrictions and completely restate the covenants and provisions as so amended,

That, CHEYENNE HILLS/GLEN ROSE 618 LIMITED PARTNERSHIP, a Texas limited partnership, desiring, as the present owner of a majority of the lots on the Property affected by these restrictive covenants and as the Developer, to adopt a uniform plan for the orderly development of the Property, hereby imposes upon the Property the following covenants, restrictions, charges, easements and liens (collectively referred to as the "Restrictive Covenants") The Restrictive Covenants shall run with the land and be binding upon any Owner, Lessee, tenant, or mortgagee of any land or building on the Property and upon the respective heirs, legal representatives, successors and assigns of any such Owner, Lessee, tenant or mortgagee

These Restrictive Covenants shall completely supercede and replace the previously filed restrictive covenants listed above and recorded in the Deed Records of Somervell County, Texas

ARTICLE 1 Definitions

The following terms, when used in these Restrictive Covenants, shall have the following meanings

1 1 "Architectural Control Committee" or the "Committee" shall mean the committee established, for the purpose of monitoring and establishing standards and guidelines for the development and construction of improvements on the Property

1 2 "Association" shall mean Cheyenne Hills Estates, Inc , a non-profit corporation, or its successors or assigns

1 3 "Board of Trustees" shall mean the Board of Trustees of the Association

1 4 "City" shall mean the City of Glen Rose, Texas

1.5. "Common Areas" shall mean those portions of the Property not privately owned by individuals

1 6 "Developer" shall mean Cheyenne Hills/Glen Rose 618 Limited Partnership, a Texas limited partnership, and its successors, legal representatives or assigns

1 7 "Development Guidelines" shall mean those guidelines, narrative and/or graphic, issued and amended by the Committee and/or Developer from time to time, which describe the development activities of the Developer contemplated by these Restrictive Covenants

1.8 "Improvements" shall mean all improvements of whatever nature, kind, or type, constructed upon any Parcel

1 9 "Owner" shall mean the legal title holder of record, whether one or more persons or entities, of any Parcel, excluding Developer

1 10 "Parcel" shall mean any tract or parcel of land located within the Property, other than the Common Areas and any roadway or street dedicated or to be dedicated to a public authority

1 11. "Plat" shall mean the valid plat(s) or map(s) of the Property or any part thereof now or hereafter recorded in the Plat Records of Somervell County, Texas.

1 12 "Property" shall mean those certain tracts of land located in Somervell County, Texas as more particularly described on Exhibit "A" attached hereto and made a part hereof

1 13 "Trustee" shall mean a member of the Board of Trustees

1 14 "For Water Area" or "Water Areas" shall refer to any natural or manmade creeks, streams, ponds, lakes, or brooks anywhere on the Property

ARTICLE 2

Uses

2 1 Permitted Uses All Parcels shall be used solely for one or more of the following purposes single family residential with normal, ancillary uses thereto. Notwithstanding the foregoing, Developer reserves the right to approve, in its sole discretion, the use of one or more Parcels for one of the following alternative uses church facilities, day care, public or private schools or other educational uses, charitable, governmental, or other uses deemed compatible by the Developer, in its sole discretion, with single family residential usage

2.2 Residences and Garages. No building shall be erected, altered, placed or permitted to remain on any Parcel other than one (1) detached single-family residence per Parcel, which residence may not exceed two and half (2 %) stories in height, and a private garage as described herein

2.3 No Subdividing. None of the Parcels shall be subdivided into smaller Parcels or lots

2.4 Driveways All driveways shall be surfaced with concrete or asphalt, or of a similar "non-dust raising" substance approved by the Committee

2.5 Roof Pitches. The roofs on all buildings on any Parcel shall have a pitch of 8/12 or greater, provided however that the Committee may approve a deviation from this requirement in approving plans and specifications

2.6 Prohibited Uses

(a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, which may be placed on a Parcel only in places which are not visible from any street on which the Parcel fronts) shall be permitted on any Parcel except that the builder or contractor, with the prior written approval of the Committee, may have temporary improvements (such as a sales office and/or construction trailer) on a given Parcel during construction of the residence on that Parcel

(b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street in the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently

(c) Trucks with tonnage in excess of one and one-half tons, and no more than one vehicle per residence containing any advertisement shall be permitted to park overnight within public view

(d) No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building, shall be used on any Property at any time as a dwelling

(e) No oil or gas drilling, oil refining, quarrying or mining operations of any kind shall be permitted on the Property, nor shall oil wells or oil storage tanks be permitted upon the Property. This restriction shall not prevent the owner and/or lessee of the minerals from extracting oil or gas from the mineral estate by means of horizontal drilling from locations not bound by these restrictions

(f) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Parcel in the Property except that horses, dogs, cats and household pets may be kept for the purpose of providing companionship for the private family. In addition, animals may be kept as part of a community 4-H project, Boy Scout, Girl Scout, or similar educational or charitable organization project, provided that such animals are raised or kept on a temporary basis only

(g) No Parcel or other area in the Property shall be used as a dumping ground for rubbish

- (h) No individual water supply system shall be permitted in the Property
- (i) Other than the septic systems approved by Developer, no individual sewage disposal system shall be permitted in the Property
- (j) No garage, garage house or other out-building (except for sales offices and construction trailers during the construction period which have been approved by the Committee in writing) shall be occupied by an Owner, tenant or other person prior to the erection of a residence
- (k) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence
- (l) All antennas, whether for television, radio, audio, video, digital, or otherwise must be located either (i) inside the attic of the main residential structure, or (ii) in the backyard or any portion of the Property so that such antenna is completely screened from view from the street or other public area
- (m) No Parcel or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind other than a home office containing no more than 2 employees, and satisfying or fulfilling a requirement for a home office as currently promulgated by the Internal Revenue Service, and any successor provisions thereto
- (n) Except for children's playhouses, and dog houses, no building previously constructed elsewhere shall be moved onto any Parcel, it being the intention that only new construction be placed and erected thereon. Any building or structure including the primary residence must be approved by the Committee
- (o) No sign of any kind shall be displayed to the public view on any Parcel except one (1) professional sign or not more than five (5) square feet advertising the property for sale, or professional signs not exceeding nine (9) square feet used by a builder to advertise the Property during the construction and sales period
- (p) The drying of clothes in full public view is prohibited
- (q) Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted anywhere within the Property
- (r) Except with the written consent of the architectural control committee, there shall be no carports permitted on the Property
- (s) No abandoned, derelict or inoperative vehicles may be stored or located on any Parcel unless visually screened from other Parcels and from any residential street

2.7 Minimum Floor Area The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than 2000 square feet

2.8 Building Materials, Exterior Items and Surfaces The total exterior wall area of each building constructed or placed on a Parcel shall be not less than seventy-five percent (75%) (or such higher percentage as may be required by an appropriate governmental agency) brick, brick veneer, stone, stone veneer, masonry or other material approved by the Committee. Windows, doors,

openings, porches, gables or other areas above the height of the top of standard height first-floor windows are excluded from the calculation of the total exterior wall area. No plywood shall be used on any exterior wall unless approved by the Committee. Roofing shall be composed of man-made slate, cedar shingles, wooden shakes, or other materials acceptable to the Committee. Composition or fiberglass roofing materials may be used, provided that no roof shall have less than 240 pounds weight per 100 square feet of roofing area. *Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail, chutes, and mail boxes, shall be subject to the prior approval of the Committee both as to design, materials and location.*

2 9 Side Line and Front Line Setback Restrictions. No dwelling shall be located on any Parcel nearer to the front Parcel line or nearer to the side street line than 100 feet. For the purposes of these covenants, eaves and steps and open porches shall be considered a part of the building.

2 10 Waiver of Front Setback Requirements. Any building may be located further back from the front property line of a Parcel than provided above, and the Committee shall have the authority to waive the 100 feet setback requirement in its discretion.

2 11 Fences and Walls. Any fence or wall must be constructed of masonry, brick, wood rails, or other material approved by the Committee. It is the intent of these restrictions that all fencing provide an open or "country" style of fencing. No fence or wall shall be constructed of cyclone fencing, barbed wire, or similar metal wire products. No fences shall be constructed over six feet in height without the written permission of the Committee. No fence or wall shall be permitted to extend closer to any street than the front building line of any residence. Fences or walls erected by Developer shall become the property of the Owner of the Parcel on which the same are erected and, as such, shall be maintained and repaired by such Owner.

2 12 Mailboxes. Mailboxes shall be constructed of brick, masonry or other material approved by the Committee and shall be standardized construction and appearance, similar to other mailboxes in the Property. Mailboxes may be arranged as gangboxes only if so required by the U S Postal Service.

2 13 Commencement of Construction. Each residence constructed on each Parcel and any other improvements thereto shall be commenced and completed with due diligence promptly after approval by the Committee of the plans and specifications prepared in connection with such construction.

2 14 Utilities. Except as to special street lighting or other aerial facilities which may be required by the City or which may be installed by the Developer pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed in the Property whether upon individual Parcels, easements, streets or right-of-way of any type, either by the utility company or any other person or entity, including, but not limited to, any person owning or acquiring any part of the Property, and all utility service facilities (including, but not limited to, water, sewer, gas, electricity and telephone) shall be buried underground unless otherwise required by a public utility, or agreed to by Developer.

2 15 Septic Systems. All Parcels shall use individual septic systems, which may be dual conventional systems [separate units being used for (1) waste, and (2) "gray water" treatments for dishwashers, washing machines, and similar non-waste uses] or aerobic systems. No septic system, however, may be constructed on any parcel without the Committee's prior approval of a written report prepared under seal by a registered professional engineer, licensed by the State of Texas, and describing the location, placement, depth, and capacity of such proposed septic system.

2.16. Water Systems. Every Parcel shall receive all of its water from the private water district created and constructed specifically for the Property. No Parcel shall have an individual or private water well or water system, other than the recycling of treated water available for watering lawns and gardens and for pets and livestock that will be recycled through any aerobic septic system used on the Parcel.

ARTICLE 3 Architectural Control

3.1 Appointment. Developer shall designate and appoint the Committee composed of three (3) individuals, each generally familiar with the residential and community development design matters and knowledgeable about Developer's concern for a high level of taste and design standards within the Property. The Committee shall have the power and authority to approve or disapprove the design, layout, location, materials, placement, color schemes, and construction of any and all improvements on the Property.

3.2 Regulations. The rules, regulations and other matters governing the operation, powers, authorities and procedures of the Committee shall be set forth in the Architectural Control Committee Provisions for Cheyenne Hills Estates, a separate document filed among the appropriate real estate records of Somervell County, Texas.

ARTICLE 4 Compliance With These Covenants

4.1 Duty. The Owner of a Parcel shall keep and maintain that Parcel and the Improvements located thereon in a safe, clean and attractive condition and otherwise in compliance with these Protective Covenants.

4.2 Failure to Comply. If, in the opinion of the Developer, the Architectural Control Committee or the Association, any Owner is failing in the duty set forth in these Restrictive Covenants, then any of the Developer, the Committee or the Association may give such Owner notice of such fact and such Owner shall, within ten (10) days of such notice, undertake the work required to restore said Owner's Parcel to a safe, clean and attractive condition, and otherwise bring said Parcel into compliance with these Restrictive Covenants (including, but not limited to, the installation of landscaping). Should any such Owner fail to fulfill this duty and responsibility after such notice, then any of the Developer, the Committee or the Association shall have the right and power (but not the obligation) to enter upon such Parcel (without liability for trespass or other cause of action) and perform such work and bring such Parcel into compliance with these Restrictive Covenants, and the Owner or the Parcel on which such work is performed by Developer, the Committee or the Association, shall be liable for the cost of any such work and shall on demand pay the party or parties who performed such work such amount, together with interest thereon at the maximum rate allowed by applicable law (or, if there is no maximum rate, at twenty-four percent (24%) per annum from the date incurred by such party or parties until paid. If such Owner shall fail so to pay the Developer, the Committee or the Association, as the case may be, within thirty (30) days after demand therefor, then said cost and interest thereon shall be a debt of such Owner, payable to the Developer, the Committee, or the Association, as the case may be, and shall be secured by a lien against such Owner's Parcel, in accordance with these provisions.

4.3 Association Easement. An easement is hereby granted to the Developer, the Association and the Committee, their respective officers, agents, employees, and management personnel to enter upon any Parcel to render any service or perform any of their respective functions (including, but otherwise without limitation, construction, installation, repair, or maintenance of the Water Areas).

In addition, an easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, postal service vehicles and other service vehicles, and to the operators thereof, to enter upon the Property in the performance of their duties

ARTICLE 5 The Association

5.1 Non-Profit The Association will be formed and organized by the Developer shortly after the sale of the first Parcel, and once formed shall be operated as a non-profit corporation under the laws of the State of Texas

5.2 Regulations The rules, regulations and other matters governing the operation, powers, authorities and procedures of the Association shall be set forth in the Association Provisions for Cheyenne Hills Estates, a document filed among the appropriate real estate records of Somervell County, Texas

ARTICLE 6 Covenants for Maintenance Assessments

6.1 Purposes of Assessments The assessments shall be levied by the Board of Trustees and may be used by the Association for the purposes of promoting the recreation, health, safety and welfare of the Owners, residents and Lessees of the Property and for one or more of the following purposes in connection with the Property as the Board of Trustees in its discretion may deem appropriate

Maintaining or repairing the Common Areas and Water Areas, planting, landscaping, sprinkling, mowing, tree surgery and general upkeep of those Landscaped Areas which are located within esplanades and rights-of-way for any dedicated or non-dedicated streets or easements or Water Areas in the Property, provision of safety and security measures, enforcement of parking restrictions, erection, maintenance and repair of parking restriction signs along any roadway or street used for public traffic, street signs and other Property identification, illumination, landscaping, maintenance, repair and lighting of dedicated and non-dedicated boulevards, streets, roads, medians, esplanades and parks in or adjacent to the Property (to the extent not performed to the satisfaction of the Association by governmental authority having jurisdiction over same), maintenance, repair and lighting of sidewalks along any roadway or street used for public traffic, and such capital items necessary to accomplish the foregoing purposes, as determined by the Association, in its sole discretion, the reasonable compensation of outside consultants hired by the Architectural Control Committee, and the reasonable compensation of the members of the Architectural Control Committee and the Trustees, other than the Developer, for services rendered by such parties in connection with or arising out of these Protective Covenants, the reimbursement by reasonable out-of-pocket expenses incurred by members of the Architectural Control Committee or the Trustees, in connection with or arising out of these Protective Covenants, and such other non-capital items of expenses as may be deemed by the Association, in its discretion and good faith, to be necessary or desirable for the carrying out of these provisions and for the general benefit of the Members

Irrespective of anything contained herein to the contrary, in no event shall the Association be responsible for the cost of initial planting and landscaping of Parcels owned by an Owner, which shall be the responsibility of the Parcel's Owner or the cost of initial planting and landscaping of the Common Areas, which shall be the responsibility of the Developer

Irrespective of anything contained herein to the contrary, the Association may, by decision of its Board of Trustees, elect to require an Owner to maintain any Water Areas located upon any such Owner's Parcel and until such decision is rescinded by the Board of Trustees, such Water Area shall be maintained by such Owner and need not be maintained by the Association

6 2 Personal Obligation of Assessments. Developer, with respect to the Parcels owned by it, and each Owner of any Parcel, or any part thereof, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges

6 3 Basis and Maximum of Annual Assessments

a For the calendar year beginning January 1, 2000, the maximum annual assessment shall be 00125 cents per square foot of land area for all the land located within each Parcel for purposes of determining the amount of square footage in any parcel, the calculation of the developer shall be conclusive and binding on all Parties

b From and after December 31, 2000, the annual assessment may be increased as follows

The Board of Trustees may determine and certify that the then current annual assessment is not sufficient to meet the expenses of the Association and, at a meeting called for such purpose by majority vote of all Trustees present in person or by proxy, may vote to increase the annual assessment up to an amount that is consistent with other first-class residential developments in the North Texas area, as determined in the sole discretion of the Board of Trustees

6 4 Date of Commencement of Annual Assessments -- Due Dates The annual assessments provided for herein shall commence on January 1, 2000 and shall be due and payable in advance on January 31, 2000 and the same day of each calendar year thereafter

6 5 Effect of Non-Payment of Assessments -- The Personal Obligation of the Owner, The Lien, Remedies of Association If assessments are not paid on the date when due and payable as specified herein, then such assessment shall be delinquent and shall, together with interest thereon, attorney's fees, court costs and other costs of collection thereof, become a continuing lien on the Parcel as well as the personal obligation of the then Owner. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the maximum rate permitted by applicable law or, if there is no maximum rate, at twenty-four percent (24%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Parcel. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use or abandonment of its Parcel

6 6. Liens to Secure Assessments -- Subordination of Lien to Mortgages The annual assessments shall each constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, which shall exist upon and against each Parcel and all Improvements thereon, for the benefit of the Association and all Owners, and shall be prior and superior to all other liens, except that the same shall be subordinate and inferior to (a) all liens for taxes levied by County and State governments or any political subdivision or special district thereof, and (b) all liens, including, but not limited to, vendor's liens, deeds of trust, mortgages and other security instruments which secure any loan for any part of the purchase price of the Parcel and/or cost of improvements placed thereon filed for record prior to the date when such charges or assessments become due and payable. No foreclosure shall free any Parcel from the liens securing assessments thereafter becoming due and payable, nor

shall the personal obligation of the foreclosed Owner be extinguished by any foreclosure

6 7 Limited Liability It is understood that the judgment of the Association, its successors, legal representatives and assigns, in the allocation and expenditure of the assessments shall be final so long as such judgment is exercised in good faith. None of the Association, the Board of Trustees, or any Trustee, shall have any liability to any person or entity under any theory or circumstance for any error or judgment, action or inaction of the Association, the Board of trustees, or any Trustee

ARTICLE 7

Construction and Alteration

7 1 Signs All exterior signs of any kind or character, including, without limitation, temporary and/or permanent signs identifying Owners, providing directions, identifying buildings or other improvements or governing parking or service deliveries, shall be of a design and material, and at locations, approved in advance in writing by the Committee. Without limitation of the foregoing, no sign of a flashing or moving character shall be installed and no sign shall be painted on a building wall

7 2 Street Lights Street Lights shall be placed on certain parcels within the Property for the benefit of the entire Property. The owner of each such parcel shall be responsible for payment of all electric charges involved in the operation of such street lights, and the Association shall be responsible for payment of any other charges (such as maintenance and repair). In no event shall the Owner of a Parcel be authorized to remove or relocate a street light without the prior written consent of the Association and the Committee

7 3 Indemnity Each Owner shall repair any damage caused in the course of construction or alteration of Improvements on such Owner's Parcel to any street, sidewalk, easement, utility, Landscaped Areas, Common Areas, or any other portion of or Improvements on the Property, and each Owner shall be solely responsible for the compliance of its Plans and Specifications with all applicable laws, rules and regulations. Each Owner shall indemnify and hold harmless Developer, the Committee, and the Association, from any and all costs, losses, damages and attorney's fees incurred by any of the Developer, the Committee or the Association in connection with or arising out of the construction or alteration of any Improvements on such Owner's Parcel

7 4 Temporary Structures No temporary building or structure other than construction offices and structures for related purposes during the construction period shall be installed or maintained on any Parcel without the prior approval of the Committee

7 5 Water Areas An Owner shall be responsible for all costs of maintenance, upkeep and any improvements deemed necessary by the Association or the Committee to any Water Areas on the Owner's Parcel. No Owner shall construct, alter, change, dam, block, drain or otherwise affect Water Areas without the prior written consent of the Committee

ARTICLE 8

Special Signage, Fencing and Landscaping

8 1 Fences, Signs, Walls and Sprinkler Systems For a period of ten years after the recording of this document, Developer shall have the right to erect, install, maintain, repair and/or replace fences, signs, walls, and/or sprinklers systems within those portions of any Parcel (the "Restricted Area") which are located at the entry ways to the Property, or along or adjacent to any street or roadway in the Property (specifically including neighborhood or subdivision signs for "Cheyenne Hills Estates") outside the building, set-back or sight lines as established by the Plat, this document or any

governmental entity

8 2 Easement Developer shall have, and hereby reserves, the right and easement to enter upon the Restricted Area for the purpose of exercising the discretionary rights set forth above

8 3 Developer's Discretion Notwithstanding any provisions herein to the contrary, Developer shall never be obligated to erect, install, maintain, repair or replace any fences, signs, walls, sprinkler systems, grading, planting or landscaping on any Parcels

ARTICLE 9 General Provisions

9 1 Easements Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the final plat, and as are granted in this Declaration Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences Developer reserves the right to make changes in and addition to the above easements for the purpose of most efficiently and economically installing improvements By acceptance of a deed to any Parcel the Owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the Parcel

9 2 Mortgages It is expressly provided that the breach of any of the foregoing conditions 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 Parcels acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquisition of title

9 3 Term The foregoing covenants and restrictions shall run with and bind the land and shall remain in full force and effect for a term of thirty (30) years after this declaration is recorded They shall be automatically extended for successive periods of ten (10) years unless amended as provided herein or as allowed by applicable law

9 4 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 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

9.5 Binding Effect/Public Notice Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property This instrument, when executed, shall be filed of record in the deed records of the County so that each and every owner or purchaser or any portion of the Property is on notice of the conditions, covenants, restrictions and agreements herein contained

9 6 Enforcement Developer and/or the owner of any Parcel in the Property 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 for each and every Parcel in the Property, 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 Parcel in the Property, without reference to when it was sold, the right and easement to have such restrictions, conditions and covenants strictly complied with, such right to exist with the owner of each Parcel and to apply to all other Parcels in the Property whether owned by the undersigned, its successors and assigns, or others Failure by any owner, including Developer, to enforce any covenant or restriction herein contained

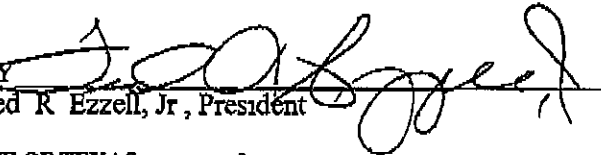
shall in no event be deemed a waiver of the right to do so thereafter

97 Amendment Until the sale by Developer of half of the total number of Parcels in the Property to third parties unrelated to Developer, Developer, its successors or assigns, at its discretion, may abolish or amend the covenants, conditions and restrictions set forth herein in whole or in part. Subsequent to such sale, such covenants, conditions and restrictions may be amended by fifty-one percent (51 %) of the then owners of Parcels (with one vote to be cast for each Parcel so owned) evidenced by a document in writing bearing each of their signatures, provided however, that for the ten (10) years following the recording of this declaration, no amendment of the covenants, conditions and restrictions set forth herein shall be valid or effective without the joinder of Developer

Executed February 8, 2006

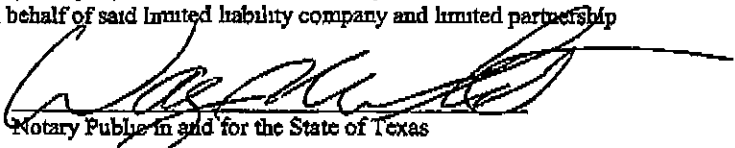
CHEYENNE HILLS/GLEN ROSE 618 LIMITED PARTNERSHIP

BY Triarch Investments, L L C ,
Its General PartnerAm

BY 
Ted R. Ezzell, Jr., President

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me this 8th day of February, 2006, by Ted R. Ezzell, Jr., President of Triarch Investments, L L C , a Texas limited liability company, General Partner of Cheyenne Hills/Glen Rose 618 Limited Partnership, a Texas limited partnership, on behalf of said limited liability company and limited partnership


Notary Public in and for the State of Texas

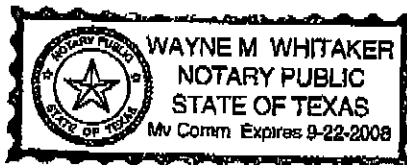


Exhibit A

FOURTH Amendment to Declaration of Restrictive Covenants

Lots 20, 21, 22, 23, 24, 25, 26, 27R, 28R, 29R, 30R, 31R, 32R, 33, 34, 35, 36, 37, 38, Block 2, Lots 1, 2, 3, 4, 5A, 5B, 6A, 6B, 7R, 8, 9R, 10A, 10B, 11A, 11B, 12, 13, 14, 15, 16, 17, 18R, 19R, 20R, 21, 22, 23, 24, Block 3, Lots 1, 2, 3, and 4, Block 4, Cheyenne Hills Estates Addition, First Filing, being a part of the D H Jeffries Survey, A-130, and the Sarah Odell Survey, A-79, in the eastern part of Somervell County, Texas, according to the plat filed on March 31, 2000, and recorded in Volume 0076, Page 312, of the Deed Records of Somervell County, Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Candace Garrett

February 13, 2006 03 26 33 PM

43224

FEE \$60.00

Candace Garrett County Clerk

Somervell County TEXAS