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DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF
WILLOW VISTA ESTATES, SAGINAW, TEXAS

State of Texas §
 § KNOW ALL MEN BY THESE PRESENTS:
County of Tarrant §

WHEREAS, SAGINAW JOINT VENTURE, a Texas joint venture, is the Developer of Willow Vista Estates, a subdivision located in Saginaw, Texas, County of Tarrant, such real property more particularly described in Exhibit "A", attached hereto and incorporated herein. In such capacity, Saginaw Joint Venture does hereby make and effect this Declaration in furtherance of its desires to create thereof a planned community with open spaces and other common facilities for the benefit of the said community; and

WHEREAS, Developer and Other Owners desire to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities, and to this end desire to subject the real property described in Article II, Section 1, to the covenants, restrictions, conditions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and -

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering, the community properties and facilities and administering and enforcing the covenants, restrictions and conditions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer caused or will cause to be incorporated under the laws of the State of Texas, as a non-profit corporation, Willow Vista Estates Homeowners Association, Inc., for the purpose of exercising the functions aforesaid; and

WHEREAS, Section 2 of Article IX provides that the Developer, at its sole discretion, may amend or change the covenants or restrictions therein with the consent of at least eighty percent (80%) of the outstanding votes of the Association; and

WHEREAS, the Developer still owns more than 80% of the Lots and therefore has more than 80% of the outstanding votes of the Association, and the Developer desires to make the amendments herein set forth "and hereby amends and restates the Declaration, which, as amended, is referred to below as the 'Declaration'"); and

NOW, THEREFORE, Developer declares that the real property described in Article II, Section 1, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, conditions, easements, charges and liens (sometimes referred to herein as restrictions, covenants and conditions") hereinafter set forth.

ARTICLE I
Definitions

Section 1. The following words, when used in this Declaration or any supplemental Declaration (unless otherwise indicated) shall have the following meanings:

- a. "Association" shall mean and refer to the Willow Vista Estates Homeowners Association, Inc., its successors and assigns.
- b. "The Properties" shall mean and refer to the Existing Property, and additions thereto, as are subject to this Declaration or any Supplemental Declaration.

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- c. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the members of the Association.
- d. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of The Properties, with the exception of Common Properties as herein defined.
- e. "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use as the residence by a single family.
- f. [Intentionally deleted.]
- g. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit which is a part of The Properties, including other Owners and purchasers under contract from Developer, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure,
- h. "Member" shall mean and refer to every person or entity that holds membership in the Association.
- i. "Developer" shall mean and refer to Saginaw Joint Venture, its heirs, successors and assigns.

ARTICLE II

Properties Subject to This Declaration: Additions Thereto

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Tarrant County, Texas, and is more particularly described as follows:

See Exhibit A attached hereto and incorporated herein for all purposes, all of which property shall hereafter be referred to as "Existing Property."

ARTICLE III

Association, Organization and Management

Section 1. Board of Directors. The Board of Directors of the Association shall consist of not less than three (3) or more than nine (9) members, the exact number to be fixed in accordance with the provisions of the Bylaws.

Section 2. Classes of Members. The Association shall have two classes of voting membership:

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

b. **Class B:** Class B members shall be the Developer. The Class B member shall have a total number of votes equal to one (1) more than the total number of votes of the Class A members combined; provided, however, at the time that the total number of Lots owned by the Class A members first equals or exceeds four (4) times the total number of Lots owned by the Class B member, the Class member shall at all times thereafter be entitled to only one (1) vote for every Lot owned by it.

Section 3. Other Membership Provisions. Each Owner of a Lot shall be a member of the

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

Section 4. Rights and Powers of Association. The Association shall have the duty to maintain, insure, and pay all taxes and assessments on (or reimburse Developer for same) all common areas on the Land and shall have the right, power, and authority to do any act which is consistent with or required by the provisions of this Declaration or the Bylaws, whether the same be expressed or implied, including but not limited to the following:

- a. The power to promote the health, safety, and welfare of the Owners of the Lots.
- b. The power to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and Bylaws of the Association.
- c. The power to fix, levy, collect, and enforce payment of any charges or assessments as set forth in the Declaration and to pay all expenses in connection with such charges or assessments, all office expenses, and all other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association.
- d. The power to acquire (by gift, purchase, or otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, to dedicate for public use, or otherwise to dispose of real personal property in connection with the affairs of the Association.
- e. The power to borrow money, to mortgage, to pledge, to deed in trust, or to hypothecate any of the Association's real or personal property as security for money borrowed or debts incurred.
- f. The power to keep accounting records with respect to all activities and operations of the Association.
- g. The power to contract with and employ others for maintenance and repair.
- h. The power to adopt rules and regulations concerning the operation of the Association,
- i. The power to appoint a management company to operate the Association.
- j. The power to have and to exercise any and all powers, rights, and privileges that a corporation organized under the Texas Non-Profit Corporation Act by law may now or at a later time have or exercise.
- k. The power to act in the capacity of principal, agent, joint venturer, partner, or otherwise.

Section 5. Enforcement of Declaration. The Association, through the Board of Directors, shall have the right to enforce this Declaration, except and to the extent that the right to enforce certain provisions hereof has been granted to the Architectural Control Committee, whether expressly or by implication by the Board of Directors shall fail or refuse to enforce this Declaration for an unreasonable period of time, after written request to do so; then any aggrieved Owner may enforce this Declaration on his own behalf by appropriate action, whether in law or in equity.

ARTICLE IV **Property Rights In Common Properties**

Section 1. Members' Easements of Enjoyment. Subject to these terms, conditions and provisions hereof, every Member shall have a right and easement of enjoyment in and to the common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit. In addition, any member may delegate, in accordance with the Bylaws of the

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Association, his right and easement of enjoyment to members of his family, his guests, his tenants, or contract purchasers who reside on The Property.

Section 2. Title to Common Properties. Developer may retain the legal title or easement to the Common Properties until such time as it no longer owns any Lots. The Association shall pay or reimburse Developer for taxes, insurance premiums, and maintenance relating to the Common Properties.

Section 3. Decorative Fencing. In addition to the other common areas defined herein, the Common Properties shall include decorative fencing around a portion of the perimeter of The Properties and a portion of the Common Property. The design and materials of construction and/or repair of the said decorative fence shall be approved by the Architectural Control Committee.

ARTICLE V

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot or Living Unit owned by him within The Properties, hereby covenants, and each Owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments of charges, (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. Such annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon The Property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Separate annual or special assessments shall be made upon each Lot or Living Unit whether or not there is more than one Living Unit per Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used, exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of The Properties, and, in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon or appurtenant to The Properties, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. Annual assessments shall begin on the first day of the month following the initial conveyance of any Lot by the Developer, and annual assessment for the Owner of each Lot or Living Unit shall be determined at an annual rate. The Board of Directors of the Association, may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 80 percent (80%) of the votes of each Member who has voted in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance setting forth the purpose of the meeting.

Section 5. [This Section intentionally deleted.]

Section 6. Quorum for any Action under Sections 4 and 5. The Quorum for any action authorized by Sections 4 and 5 shall be as follows:

- a. At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast 80 percent of all the votes of the membership shall constitute a quorum.

DECLARATION OF RESTRICTIONS, COVENANTS & CONDITIONS OF WILLOW VISTA ESTATES

- b. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Due Date of Assessments. The annual assessments provided for herein shall become due and payable on the 1st day of January after the commencement date herein above set out and the due date of any special assessment under Article V Section 4 hereof shall be fixed in the resolution authorizing such assessment. The Board of Directors may, at its option, change the annual assessments to semi-annual, quarterly, or monthly assessments and determine the due date thereof.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall, upon the commencement date herein provided, prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association, and shall be open to inspection by any Owner. Written notice of the initial assessment and of any subsequent changes therein shall be forthwith sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificate and such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-payment of Assessment; Personal Obligations of Owner; Lien; Remedies of Association. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, forthwith become a continuing lien on The Property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessments are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against The Property, and there shall be added to the amount of such assessment the cost of preparing and filing the petition in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the Court, together with costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-usage of the Common Properties or abandonment of his property.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure, such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and lien created herein:

- a. All properties to the extent of any easement or any other interest therein dedicated and accepted by the local public authority and devoted to public use.
- b. All Common Properties as defined in Article I, Section 1, hereof.
- c. All properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

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ARTICLE VI
Architectural Control

Section 1. The Developer hereby appoints an Architectural Control Committee (herein so called), which shall consist of two (2) to three (3) members, who shall be appointed by the Developer. All matters before the Architectural Control Committee shall be decided by majority vote of its members. After the Developer conveys the last Lot owned by the Developer, the Association shall assume all of the rights and powers of the Architectural Control Committee and shall exercise same, through the Board of Directors, in the manner herein provided. In the event of the death, incapacity or resignation of a member of the Architectural Control Committee, the successor for such member shall be appointed by the majority of the remaining members of the Architectural Control Committee if such death, incapacity or resignation occurs on or before the Developer conveys the last Lot owned by the Developer, and by the Association if such death, incapacity or resignation occurs thereafter.

Section 2. All building plans must be submitted to the Architectural Control Committee for approval before construction begins. No building, fences, wall, sign, exterior light, or other structure or other apparatus, either permanent or temporary, shall be commenced, erected, placed or maintained upon the Existing Property (or any Lot constituting a part thereof), nor shall any remodeling or reconstruction thereof, exterior addition thereto, change therein, or alteration, excavation, subdivision or re-subdivision hereof, including without limitation changes in or alterations of grade, roadways and walkways, be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location and other material attributed of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee; and shall include a plot plan showing the location of the improvements, the plan for drainage and the construction plans giving the dimensions of all improvements and shall specify in addition to construction diagrams and specifications, all materials to be used and color schemes for all improvements. If the Architectural Control Committee fails to approve or disapprove such design and location within twenty-one (21) days after such plans and specifications have been submitted to it, approval of the Architectural Control Committee will be deemed to have been given, and this Article will be deemed to have been fully complied with. The Architectural Control Committee shall have the right, all in the sole discretion of the Architectural Control Committee, to disapprove any plans and specifications submitted to it for any of the following reasons:

- a. if such plans and specifications are not in accordance with any of the provisions of these covenants or the codes, ordinances and regulations of Tarrant County, Texas;
- b. if the external design, elevation, appearance, location or color scheme for the proposed improvements are not in harmony with the general surrounding of the Existing Property or with the adjacent dwellings or structures or with the topography;
- c. if the plans and specifications submitted are incomplete;
- d. if the design, appearance or location of any landscaping is not in harmony with the general surroundings or topography;
- e. if the Architectural Control Committee deems the plans and specifications, or any part thereof, to be contrary to the interest, welfare or rights of any or all parts of the Existing Property.

The Architectural Control Committee is authorized to accept whatever drawings, plans or specifications as it deems desirable within its sole discretion to be in satisfaction of the foregoing. The decision of the Architectural Control Committee shall be final, conclusive and binding upon all Owners. Neither the Architectural Control Committee nor Developer shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications to meet local Code and Laws. The signature of any two members of the Architectural Control Committee on any such plans and specifications with approved or disapproved written or stamped thereon shall be prima facie evidence as to such approval or disapproval being the act of the full Architectural Control Committee.

- single housekeeping unit, together with any household servants.
- k. None of the Lots shall be subdivided into smaller Lots.
 - l. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
 - m. No noxious or offensive act or activity shall be allowed upon any Lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.
 - n. No sign shall be erected or maintained on any Lot except a 'For Sale' sign, which sign shall not exceed fifteen (15) square feet in size, or a sign owned by the Developer or by the Association.
 - o. The location and design of any proposed swimming pool, including fencing, pumps, backwash, and any other related paraphernalia, must be approved in writing by the Architectural Control Committee.
 - p. Roofs shall be composition shingles (20-year guaranteed). Other roofing materials must be approved in advance by the Architectural Control Committee.
 - q. No pole, mast, antenna, radio, television, satellite dish or other aerial shall be erected or maintained on any Lot, except as approved by the Architectural Control Committee; and except for eighteen inch (18") satellite dishes.
 - r. Sporting, recreation, exercise and or play equipment, dog runs or other outdoor items shall be placed in the back yards of the Lots.
 - s. A Lot or any portion of any Lot that is exposed to the public view must be maintained by the Owner in a neat and orderly fashion. In the event this restriction is not complied with, The Association has the right to cause this maintenance to be done at the expense of the Owner.
 - t. No Lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc.
 - u. No drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, funnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other similar structure shall be erected, maintained or permitted upon any Lot.
 - v. No outbuilding, shop, trailer or residence of a temporary character shall be permitted (except as otherwise reserved as a right by the Developer). No building material of any kind shall be stored upon the Lot until the Owner is ready to commence improvement.
 - w. No boats, trailers, mobile home, camper, boat trailer or similar wheeled vehicle shall be stored (except temporarily, not to exceed 24 hours) nearer to the street than the front of the Living Unit situated thereon. No house trailer, mobile home, camper, boat trailer, or similar wheeled vehicle shall be stored or parked on any Lot except in a closed garage or within the fenced, wall or enclosed portion of such Lot and any such fence, wall or other enclosure shall be subject to approval by the Architectural Control Committee.
 - x. All houses and structures permitted shall be completed within twelve (12) months from date of commencement of construction or unless otherwise extended by the Architectural Control Committee. No structure shall be occupied unless and until the premises are connected in a proper way with its sewage treatment system.
 - y. Specifically exempted from the provisions of this section are activities by the Developer, carried out in the regular pursuit of construction, maintenance and sales within the subdivision which exemption shall end when all development activity including sales by them are completed.
 - z. No vehicle of any size which transports inflammatory or explosive or hazardous cargo may be kept in The Properties at any time.

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effective unless made and recorded one (1) year in advance of the effective date of such change and unless written notice of the proposed agreement is then sent to every Owner at least thirty (30) days in advance of any action taken.

Section 2. Reserved Rights of Developer. Notwithstanding any other provision hereof, Developer reserves the right (upon application and request of the Owner of any Lot) to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such applicant Owner by Developer) the application of any of these covenants and restrictions to such Lot if, in the sole discretion of Developer such action be necessary to relieve hardship or permit good architectural planning to be affected. Developer also reserves the right to redivide and replat any of The Property shown on the plat of any Lot or Unit now or hereafter recorded for any Lot or Unit of The Properties at anytime in question owned by Developer without any notice or consent of any other Owner.

Section 3. Sales Office. Developer may designate the location of a Sales Office for use in offering Lots for sale, and for all purposes incident thereto. Said use is intended as temporary, and shall cease at such time as all lots have been sold and Living Units constructed thereon.

Section 4. Invalidation and Severability. The invalidation by any Court of any reservation, covenant and restriction herein or in any contract or deed contained shall not impair the full force and effect of any other reservation, covenant or restriction.

Section 5. Acceptance of Declaration. The provisions hereof are hereby made a part of each contract and deed in respect of any Lot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

Section 6. Interpretation. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for The Properties.

Section 7. Other Committees. Developer may appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Developer.

Section 8. Assignment. Developer may assign to any person or corporation any or all rights, powers, reservations, easements and privileges herein reserved by and to Developer and any such assignee shall have the same right to so assign.

Section 9. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 10. Enforcement; Attorney's Fees. Enforcement of these restrictions, covenants and conditions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such restrictions, covenants and conditions, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any restriction, covenant or condition herein contained, shall in no event be deemed a waiver of the right to do so thereafter. If any controversy, claim, or dispute arises relating to this instrument, its breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and court costs.

Section 11. Amendments. Notwithstanding anything hereinabove, Developer, at its sole discretion, may amend or change these covenants and restrictions with the consent of at least eighty percent (80%) of the outstanding votes of the Association.

Section 12. Rules and Regulations. Developer may adopt certain reasonable rules and regulations together with sanctions for the violation thereof, to insure maintenance of the character and quality of Willow Vista Estates Homeowners' Association in harmony with the guidelines set forth in these Restriction, Covenants and Conditions. From time to time, the Association may amend or vary such rules and regulations according to the Bylaws of the Association.

[SIGNATURES FOLLOW]

FILED - JUN 10 10 56 AM '02

EXECUTED this 5th day of June, 2002.

**SAGINAW JOINT VENTURE, a Texas joint venture
Owner, Developer and Declarant**

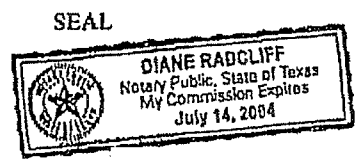
By: **Centurion American Custom Homes, Inc.,
a Texas corporation,
Its Managing Joint Venturer**

By: *[Signature]*
**Mehrdad Moayed
President**

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, on this day personally appeared, Mehrdad Moayed, President of Centurion American Custom Homes, Inc., a Texas corporation serving as the Managing Joint Venturer of SAGINAW JOINT VENTURE, a Texas joint venture and Declarant herein, who acknowledged to me that he executed the same for the purposes and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 5th day of June, 2002.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires: 7-14-04

