

GLEN FOREST DECLARATION OF COVENANTS PHASE I, II AND III

Please note that the following declaration of covenants have been manually typed from available current copies. The board is still in search of originals in an effort to provide legible copies of covenants to all GFHA homeowners. Therefore, please refer to your home closing documentation as primary original copies.

DECLARATION OF COVENANTS

GLEN FOREST - PHASE I

An Addition to the City of Keller, Tarrant County, Texas

NOW, THEREFORE, known all men by these presents, that SLATON INVESTMENTS, INC., a Texas Corporation, hereinafter referred to as "Declarant", being the owner of that certain property that has been platted and subdivided into an Addition known as GLEN FOREST - PHASE I, City of Keller, Tarrant County, Texas, more fully described in the Plat recorded in Cabinet A, Slide 722, Plat Records, Tarrant County, Texas, does hereby impress upon said property the following restrictions, conditions, and restrictive Covenants, which shall run with the land and be binding upon the purchasers of the lots in the Addition, their heirs, executors, administrators, and assigns:

Section A. ARCHITECTURAL CONTROL COMMITTEE

1. APPOINTMENT. Declarant shall designate and appoint an Architectural Control Committee, hereinafter referred to as the "Committee", composed of three (3) persons. In the event of the death, resignation or removal by Declarant of any member of the Committee, Declarant shall have full authority to designate and appoint a successor. Upon the date on which residences have been built on all the lots in the Addition, authority to designate and appoint the committee shall pass to the Homeowner's Association. The members of the Committee shall not be entitled to compensation for services rendered. No member of the Committee shall be liable for claims, causes of action or damages arising out of services performed.

2. **AUTHORITY.** No building, fence, wall, or other structure shall be commenced, erected, placed, or altered on any lot until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the members of the Committee. The Committee shall have sole discretion with respect to taste, design, and standards specified herein.

3. **PROCEDURE.** Final plans and specifications shall be submitted in duplicate to the Committee. The plans and specifications shall show the nature, kind, shape, height, materials, and location of all landscaping and improvements. Upon approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans shall be marked "Approved", and returned to the owner. If the committee fails to approve such plans and specifications within thirty (30) days after being submitted, written approval of the plans submitted shall not be required, and compliance with the Article shall be deemed to have been completed.

Section B. MAINTENANCE OF LANDSCAPE EASEMENT/HOMEOWNER'S ASSOCIATION

1. **RESPONSIBILITY OF MAINTENANCE.** It shall be the responsibility and expense of all lot owners in the Addition to maintain the landscape easement in Lot 1, Block 1, of the Addition. This includes any periodic maintenance or repair of the improvements in the landscape easement area including the masonry wall, the signage, the lighting system, the sprinkler system, and the plants & grass, as well as any other maintenance or costs required to keep the appearance of the landscape easement neat and pleasing. Also the payment of any property taxes on the improvements made within the landscape area are the responsibility and expense of all lot owners.

2. **HOMEOWNER'S ASSOCIATION.** Until the Declarant has conveyed by deed all of the lots in the Addition, the Declarant shall be responsible for having any needed maintenance on the landscape area performed, at the sole discretion of the Declarant. After all lots in the Addition have been conveyed by deed, all lot owners in the Addition shall then comprise the GLEN FOREST HOMEOWNER'S ASSOCIATION, hereinafter called the "Association", which shall then be responsible for all maintenance of the landscape area. Each lot owner in the Addition shall have one vote in the Association. The Association may be incorporated or unincorporated at the sole discretion of a simple majority of the lot owners. The Association shall elect a president and a secretary, and may adopt such rules, regulations and by-laws, as a simple majority of the lot owners shall deem advisable.

3. **CREATION OF ASSESSMENT LIEN.** Each lot owner agrees to pay lot owner's prorated share of any assessment. If an assessment is not paid within thirty (30) days of the billing date, the assessment shall bear interest at the rate of ten percent (10%) per annum until paid. The Secretary of the Association shall file with the Tarrant County Clerk a statement of the amount or the delinquent assessment, and the fact that a lien is claimed against the lot. Upon payment of the delinquent assessment, the Secretary shall file a property release of lien and assessment with the Tarrant County Clerk. Until the Declarant has conveyed all lots in the Addition, the Declarant shall be responsible for enforcement and the recording of any liens.

Section C. RESTRICTIONS ON STRUCTURES AND USE OF PROPERTY

1. **RESIDENDUAL USE.** All lots shall be used for single family residential purposes only. No more than one dwelling unit shall be built on any lot; however a dwelling unit may contain attached servants or guest quarters.

2. **SQUARE FOOTAGE.** The minimum floor area of air-conditioned living space for any single-family dwelling constructed on a lot shall be as follows:

(a)	2,500 square feet	Block I	Lots 1 - 5
		Block III	Lots 1 - 4
		Block IV	Lots 1 - 4
			Lots 37 - 38
(b)	2,800 square feet	Block III	Lots 5 - 10
		Block IV	Lots 32 - 36

(c) 3,000 square feet Block I Lots 6 - 8

For the purpose of this restriction, the floor area of any out-building, porches, garages, carports, basements, or attics shall not be considered as part of the single-family dwelling. No dwelling on any lot will exceed two and one-half ($2\frac{1}{2}$) stories in height.

3. **EXTERIOR SURFACES.** The total exterior wall surface of each dwelling shall be at least eighty (80%) percent brick, brick veneer, stone, stone veneer, masonry or glass. All exterior areas of chimneys shall be 100% brick, stone, or masonry.
4. **GARAGE.** All garages shall be rear, or side entry; provided however, that in no event shall any garage doors face or open onto any street. Corner lots shall have rear entry garages only. Each dwelling must contain a garage for at least two (2) and no more than four (4) cars. All garage doors shall be maintained in a closed position when not in use.
5. **DRIVEWAYS.** All driveways shall be of concrete or brick construction.
6. **ROOFS.** All roofs shall be constructed of slate, tile, 240-pound composition shingles or other such materials as may be approved by the Committee. All roof structures shall be constructed having a minimum 9/12 roof pitch, unless otherwise approved by the Committee.
7. **ANTENNAS.** Any and all radio and T.V. antennas, and satellite dishes shall be fenced and/or screened so as not to be visible to public view.
8. **ANIMALS.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, or other household pets for the purpose of providing companionship for the family. Any such animals shall be maintained by each lot owner under leash or within a fenced enclosure on the property. Animals are not to be raised, bred or kept for commercial purposes. Habitually barking, howling or yelping dogs shall be considered a nuisance and will not be allowed.
9. **OIL DRILLING.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot.
10. **OFFENSIVE ACTIVITY.** No noxious or offensive activity shall be conducted on or upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or detract from its value as an attractive residential community.
11. **GRASS & TRASH.** No lot shall be used or maintained as a dumping ground for rubbish, grass clippings, garbage or trash. Garbage and other waste shall be kept in sanitary containers. All containers for the storage or disposal of such materials shall be kept inside the living unit or connected garage, except on the scheduled trash pick-up days. Grass, weeds, and vegetation on each lot shall be kept mowed at regular intervals so as to maintain the lot in a neat and attractive manner.
12. **TEMPORARY STRUCTURES.** No tent, shed, trailer, mobile or modular home, or any other temporary dwelling shall be erected or maintained on any lot or be used for living purposes, nor shall any garage be used for living purposes. However, the Declarant and builders may maintain temporary sales or construction offices, provided such sales or construction offices are removed within sixty (60) days after completion of sales or construction, as the case may be.
13. **VEHICLES.** No trailer, motor home, camper, including vehicle mounted camper either chassis or slide in, or pickup coach, tent, boat or truck (except pickup trucks less than one ton in classification) shall be parked, placed, erected, maintained or constructed on any lot or street for any purpose. However, trailers, campers, motor homes, pickup coaches, tents or boats which can be and are stored completely within attached garages or enclosures acceptable to the Committee and are not used for living purposes will not be in violation of these restrictions. All vehicles belonging to occupants must be parked overnight in the occupants' driveway or in the above-mentioned garage or other enclosure. In no case may the occupants' vehicles be parked overnight on the streets of the Addition or within the improved yard of the occupant.
14. **FENCES & WALLS.** All fences shall be constructed of wood, brick or rock, unless other types of material are expressly approved by the Committee prior to installation. In no event whatsoever shall chain link fences be permitted in the

Addition. No fence shall be constructed or modified until the plans and specifications for same have been approved by the Committee in accordance with the procedures set forth under the terms and conditions of Section A.

15. MAILBOXES. Exterior mailboxes shall be constructed of the same building material as utilized in the construction of the exterior of the main dwelling unit, and shall conform in appearance with said dwelling unit.

16. STORAGE BUILDINGS. Storage buildings shall be situated in the rear yard area of the lot, and shall be constructed of the same or similar materials utilized in the construction of the main dwelling unit unless otherwise expressly approved by the Committee.

17. SET-BACKS. All setback lines set forth on the recorded plat of the subdivision shall be strictly observed. In no event shall any structure be constructed nearer than twelve (12) feet to any side or rear property line without the express written approval of the Committee.

18. SIGNS. Signs, other than those advertising property for sale or rent, are expressly prohibited. Sale and rental signs will be limited in size to be not greater than three (3) square feet, except for signs used by the Declarant and its agents in conjunction with the marketing of lots or single-family dwellings.

19. LANDSCAPING. Each lot on which a residential dwelling is constructed shall have an underground water sprinkler system for the purpose of providing sufficient water to maintain the landscaping in the front and side yard areas, which are situated outside of fences, walls or hedges. Said sprinkler system shall be completed within 120 days after the date on which the main dwelling unit has been completed. Landscaping of each lot shall be completed within 120 days after the date on which the main dwelling unit has been completed. Each lot owner shall use all reasonable efforts to keep, preserve and maintain the landscaping in a healthy and attractive condition.

Section D. GENERAL PROVISIONS.

1. ADDITIONS TO EXISTING PROPERTY. Declarant may add additional real property (GLEN FOREST - PHASE II & III) to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants which shall extend the scheme of the Covenants of this Declaration to such property, provided however, that such Supplementary Declaration may contain such complementary additions and modifications of the Covenants contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and are consistent with the concept of this Declaration. In no event, however, shall any Supplementary Declaration revoke, modify, or add to the protective Covenants set forth in Section C for GLEN FOREST - PHASE I.

2. EASEMENTS. All easements for the installation and maintenance of utilities and drainage improvements are as shown on the plat. Rights of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction in the easement, without liability to the owner, which would interfere with the use, maintenance, operation, or installation of any utility. Each lot owner also grants to Declarant, the Association, the Committee, and to the agents of each, perpetual easement of ingress and egress to inspect any lot or improvement to insure compliance with the Covenants and, if necessary, to perform any maintenance or repairs which the lot owner has failed to perform in violation of any of the Covenants.

3. DURATION. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years. Until the Declarant has conveyed by deed more than fifty (50%) percent of the lots in the Addition, the Declarant shall have the right to amend in writing any of the Covenants. After more than fifty (50%) percent of the lots have been conveyed by the Declarant, any amendment to the Covenants shall require the written approval of more than fifty (50%) of the owners of the lots in the Addition.

4. ENFORCEMENT. The Declarant, the Association, the Committee, or any lot owner shall have the right (but not the duty) to enforce, by any proceeding at law or in equity, all Covenants. Failure to enforce any covenant shall in no event be deemed a waiver of the right to do so at a later time. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

DATED and EFFECTIVE on May 31, 1991.

SLATON INVESTMENTS, INC., a Texas Corporation

Art Slaton, President

State of Texas
County of Tarrant

This instrument was acknowledged before me on May 31, 1991, by Art Slaton as President of SLATON INVESTMENTS, INC., a Texas Corporation, on behalf of said corporation.

C. Darrek Roach
Notary Public in and for the State of Texas

My commission expires: __9-27-1993__

**AMENDED DECLARATION OF COVENANTS
GLEN FOREST - PHASE II AND III**

SECTION B. PARAGRAPH 1.

RESPONSIBILITY OF MAINTENANCE. It shall be the responsibility and expense of all lot owners in the Addition to maintain the landscape easement in Lot 1, Block 1 of Phase I of the Addition. This includes any periodic maintenance or repair of the improvements in the landscape easement area including the masonry wall, the signage, the lighting system, the sprinkler system, and the plants and grass, as well as any other maintenance or costs required to keep the appearance of the landscape easement neat and pleasing. Also the payment of any property taxes on the improvements made within the landscape area are the responsibility and expense of all lot owners. Lots held by the developer and builders which are intended for resale are subject to an annual fee for lawn care and upkeep o the landscape easement.

SECTION B. PARAGRAPH 2.

HOMEOWNERS ASSOCIATION. Once a lot has been conveyed by deed from the developer or a builder to an individual intending to build or reside on that lot, the lot owner is a member of the Glen Forest Homeowners established in the covenants of Glen Forest Phase I.

SECTION B. PARAGRAPH 3.

ASSESSMENT OF MAINTENANCE EXPENSE FOR LANDSCAPE AREA.

Each lot owner shall be responsible for the lot owner's prorated share of expenses for the landscape area. Lots held by the developer or builders which are intended for resale are subject to an annual fee for lawn care and upkeep. Billing will be done on an annual basis by the Homeowners Association established in the covenants of Glen Forest Phase I. Developer and builders lots shall not exceed \$10.00 per lot, per year, for maintenance of landscape area.

SECTION B PARAGRAPH 4.

DELETE THE SENTENCE:

Until the Declarant has conveyed all lots in the Addition, the Declarant shall be responsible for enforcement and the recording of any liens.

James M. Hill

This instrument was acknowledged before me on June 11, 1996, by James M. Hill, E.L.F.M. Corporation on behalf of said corporation.

Gail Collazo
Notary Public in and for the State of Texas

[Filed Tarrant County Texas]
['96 JUN 12]

My Commission Expires: _____

[(Texas) Gail Collazo]
[(Seal) Notary Public, State of Texas]
[My Commission Exp. 3-15-98]

DECLARATION OF COVENANTS

GLEN FOREST - PHASE II and III

An Addition to the City of Keller, Tarrant County, Texas

NOW, THEREFORE, known all men by these presents, that E.L.F.M., INC., a Texas Corporation, hereinafter referred to as "Declarant", being the owner of that certain property that has been platted and subdivided into an Addition known as GLEN FOREST - PHASE II and III, City of Keller, Tarrant County, Texas, more fully described in the Plat recorded in Cabinet A, Slide 1968, Plat Records, Tarrant County, Texas, does hereby impress upon said property the following restrictions, conditions, and restrictive Covenants, which shall run with the land and be binding upon the purchasers of the lots in the Addition, their heirs, executors, administrators, and assigns:

Section A. ARCHITECTURAL CONTROL COMMITTEE

- 1. **APPOINTMENT.** Declarant shall designate and appoint an Architectural Control Committee, hereinafter referred to as the "Committee", composed of three (3) persons. In the event of the death, resignation or removal by Declarant of any member of the Committee, Declarant shall have full authority to designate and appoint a successor. Upon the date on which residences have been built on all the lots in the Addition, authority to designate and appoint the committee shall pass to the Homeowner's Association. The members of the Committee shall not be entitled to compensation for services rendered. No member of the Committee shall be liable for claims, causes of action or damages arising out of services performed.

2. **AUTHORITY.** No building, fence, wall, or other structure shall be commenced, erected, placed, or altered on any lot until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the members of the Committee. The Committee shall have sole discretion with respect to taste, design, and standards specified herein.

3. **PROCEDURE.** Final plans and specifications shall be submitted in duplicate to the Committee. The plans and specifications shall show the nature, kind, shape, height, materials, and location of all landscaping and improvements. Upon approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans shall be marked "Approved", and returned to the owner. If the committee fails to approve such plans and specifications within thirty (30) days after being submitted, written approval of the plans submitted shall not be required, and compliance with the Article shall be deemed to have been completed.

Section B. MAINTENANCE OF LANDSCAPE EASEMENT/HOMEOWNER'S ASSOCIATION

1. **RESPONSIBILITY OF MAINTENANCE.** It shall be the responsibility and expense of all lot owners in the Addition to maintain the landscape easement in Lot 1, Block 1, of the Addition. This includes any periodic maintenance or repair of the improvements in the landscape easement area including the masonry wall, the signage, the lighting system, the sprinkler system, and the plants & grass, as well as any other maintenance or costs required to keep the appearance of the landscape easement neat and pleasing. Also the payment of any property taxes on the improvements made within the landscape area are the responsibility and expense of all lot owners.

2. **HOMEOWNER'S ASSOCIATION.** Until the Declarant has conveyed by deed all of the lots in the Addition, the Declarant shall be responsible for having any needed maintenance on the landscape area performed, at the sole discretion of the Declarant. After all lots in the Addition have been conveyed by deed, all lot owners in the Addition shall then comprise the GLEN FOREST HOMEOWNER'S ASSOCIATION, hereinafter called the "Association", which shall then be responsible for all maintenance of the landscape area. Each lot owner in the Addition shall have one vote in the Association. The Association may be incorporated or unincorporated at the sole discretion of a simple majority of the lot owners. The Association shall elect a president and a secretary, and may adopt such rules, regulations and by-laws, as a simple majority of the lot owners shall deem advisable.

3. **CREATION OF ASSESSMENT LIEN.** Each lot owner agrees to pay lot owner's prorata share of any assessment. If an assessment is not paid within thirty (30) days of the billing date, the assessment shall bear interest at the rate of ten percent (10%) per annum until paid. The Secretary of the Association shall file with the Tarrant County Clerk a statement of the amount or the delinquent assessment, and the fact that a lien is claimed against the lot. Upon payment of the delinquent assessment, the Secretary shall file a property release of lien and assessment with the Tarrant County Clerk. Until the Declarant has conveyed all lots in the Addition, the Declarant shall be responsible for enforcement and the recording of any liens.

Section C. RESTRICTIONS ON STRUCTURES AND USE OF PROPERTY

1. **RESIDENDUAL USE.** All lots shall be used for single-family residential purposes only. No more than one dwelling unit shall be built on any lot; however a dwelling unit may contain attached servants or guest quarters.

2. **SQUARE FOOTAGE.** The minimum floor area of air-conditioned living space for any single-family dwelling constructed on a lot shall be as follows:

- (a) 2,800 square feet (minimum)

For the purpose of this restriction, the floor area of any out-building, porches, garages, carports, basements, or attics shall not be considered as part of the single-family dwelling. No dwelling on any lot will exceed two and one-half (2 ½) stories in height.

3. **EXTERIOR SURFACES.** The total exterior wall surface of each dwelling shall be at least eighty (80%) percent brick, brick veneer, stone, stone veneer, masonry or glass. All exterior areas of chimneys shall be 100% brick, stone, or masonry.
4. **GARAGE.** All garages shall be rear, or side entry; provided however, that in no event shall any garage doors face or open onto any street. Corner lots shall have rear entry garages only. Each dwelling must contain a garage for at least two (2) and no more than four (4) cars. All garage doors shall be maintained in a closed position when not in use.
5. **DRIVEWAYS.** All driveways shall be of concrete or brick construction.
6. **ROOFS.** All roofs shall be constructed of slate, tile, 240-pound composition shingles or other such materials as may be approved by the Committee. All roof structures shall be constructed having a minimum 9/12 roof pitch, unless otherwise approved by the Committee.
7. **ANTENNAS.** Any and all radio and T.V. antennas, and satellite dishes shall be fenced and/or screened so as not to be visible to public view.
8. **ANIMALS.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, or other household pets for the purpose of providing companionship for the family. Any such animals shall be maintained by each lot owner under leash or within a fenced enclosure on the property. Animals are not to be raised, bred or kept for commercial purposes. Habitually barking, howling or yelping dogs shall be considered a nuisance and will not be allowed.
9. **OIL DRILLING.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot.
10. **OFFENSIVE ACTIVITY.** No noxious or offensive activity shall be conducted on or upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or detract from its value as an attractive residential community.
11. **GRASS & TRASH.** No lot shall be used or maintained as a dumping ground for rubbish, grass clippings, garbage or trash. Garbage and other waste shall be kept in sanitary containers. All containers for the storage or disposal of such materials shall be kept inside the living unit or connected garage, except on the scheduled trash pick-up days. Grass, weeds, and vegetation on each lot shall be kept mowed at regular intervals so as to maintain the lot in a neat and attractive manner.
12. **TEMPORARY STRUCTURES.** No tent, shed, trailer, mobile or modular home, or any other temporary dwelling shall be erected or maintained on any lot or be used for living purposes, nor shall any garage be used for living purposes. However, the Declarant and builders may maintain temporary sales or construction offices, provided such sales or construction offices are removed within sixty (60) days after completion of sales or construction, as the case may be.
13. **VEHICLES.** No trailer, motor home, camper, including vehicle mounted camper either chassis or slide in, or pickup coach, tent, boat or truck (except pickup trucks less than one ton in classification) shall be parked, placed, erected, maintained or constructed on any lot or street for any purpose. However, trailers, campers, motor homes, pickup coaches, tents or boats which can be and are stored completely within attached garages or enclosures acceptable to the Committee and are not used for living purposes will not be in violation of these restrictions. All vehicles belonging to occupants must be parked overnight in the occupants' driveway or in the above-mentioned garage or other enclosure. In no case may the occupants' vehicles be parked overnight on the streets of the Addition or within the improved yard of the occupant.
14. **FENCES & WALLS.** All fences shall be constructed of wood, brick or rock, unless other types of material are expressly approved by the Committee prior to installation. In no event whatsoever shall chain link fences be permitted in the Addition. No fence shall be constructed or modified until the plans and specifications for same have been approved by the Committee in accordance with the procedures set forth under the terms and conditions of Section A.

- 15. MAILBOXES.** Exterior mailboxes shall be constructed of the same building material as utilized in the construction of the exterior of the main dwelling unit, and shall conform in appearance with said dwelling unit.
- 16. STORAGE BUILDINGS.** Storage buildings shall be situated in the rear yard area of the lot, and shall be constructed of the same or similar materials utilized in the construction of the main dwelling unit unless otherwise expressly approved by the Committee.
- 17. SET-BACKS.** All setback lines set forth on the recorded plat of the subdivision shall be strictly observed. In no event shall any structure be constructed nearer than twelve (12) feet to any side or rear property line without the express written approval of the Committee.
- 18. SIGNS.** Signs, other than those advertising property for sale or rent, are expressly prohibited. Sale and rental signs will be limited in size to be not greater than three (3) square feet, except for signs used by the Declarant and its agents in conjunction with the marketing of lots or single-family dwellings.
- 19. LANDSCAPING.** Each lot on which a residential dwelling is constructed shall have an underground water sprinkler system for the purpose of providing sufficient water to maintain the landscaping in the front and side yard areas, which are situated outside of fences, walls or hedges. Said sprinkler system shall be completed within 120 days after the date on which the main dwelling unit has been completed. Landscaping of each lot shall be completed within 120 days after the date on which the main dwelling unit has been completed. Each lot owner shall use all reasonable efforts to keep, preserve and maintain the landscaping in a healthy and attractive condition.

Section D. GENERAL PROVISIONS.

- 1. ADDITIONS TO EXISTING PROPERTY.** Declarant may add additional real property (GLEN FOREST - PHASE II & III) to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants which shall extend the scheme of the Covenants of this Declaration to such property, provided however, that such Supplementary Declaration may contain such complementary additions and modifications of the Covenants contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and are consistent with the concept of this Declaration. In no event, however, shall any Supplementary Declaration revoke, modify, or add to the protective Covenants set forth in Section C for GLEN FOREST - PHASE I.
- 2. EASEMENTS.** All easements for the installation and maintenance of utilities and drainage improvements are as shown on the plat. Rights of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction in the easement, without liability to the owner, which would interfere with the use, maintenance, operation, or installation of any utility. Each lot owner also grants to Declarant, the Association, the Committee, and to the agents of each, perpetual easement of ingress and egress to inspect any lot or improvement to insure compliance with the Covenants and, if necessary, to perform any maintenance or repairs which the lot owner has failed to perform in violation of any of the Covenants.
- 3. DURATION.** These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years. Until the Declarant has conveyed by deed more than fifty (50%) percent of the lots in the Addition, the Declarant shall have the right to amend in writing any of the Covenants. After more than fifty (50%) percent of the lots have been conveyed by the Declarant, any amendment to the Covenants shall require the written approval of more than fifty (50%) of the owners of the lots in the Addition.
- 4. ENFORCEMENT.** The Declarant, the Association, the Committee, or any lot owner shall have the right (but not the duty) to enforce, by any proceeding at law or in equity, all Covenants. Failure to enforce any covenant shall in no event be deemed a waiver of the right to do so at a later time. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

DATED and EFFECTIVE on November 15, 1994.

E.L.F.M., INC., a Texas Corporation

Frances h. Chiles, President

Committee:

1. James M. Hill
2. Tom Prouty
3. Susan M. Hill

State of Texas
County of Tarrant

This instrument was acknowledged before me on November 15, 1994, by Frances H. Chiles as President of E.L.F.M., INC., a Texas Corporation, on behalf of said corporation.

Elizabeth Anne Dunlap
Notary Public in and for the State of Texas

My commission expires: __4-4-1995__