

**ARCHITECTURAL DESIGN COVENANTS,
RESTRICTIONS, AND GUIDELINES FOR MONTSERRAT¹**

Declarant intends by this Declaration to impose mutually beneficial restrictions under a general plan and scheme of development for the benefit and protection of all owners of property within the Montserrat Development. Declarant also desires to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property.

EACH OWNER SHALL SEEK AND OBTAIN AND BECOME THOROUGHLY FAMILIAR WITH (AND BY ACCEPTANCE OF A LOT SHALL BE DEEMED TO HAVE BECOME THOROUGHLY FAMILIAR WITH) THESE DECLARATIONS AND THE DESIGN GUIDELINES PRIOR TO ACQUISITION OF ANY LOT. BY ACCEPTANCE OF A LOT, EACH OWNER IS DEEMED TO HAVE AGREED TO BE BOUND BY THESE DECLARATIONS.

ARTICLE I
DEFINITIONS

The following words shall have the following meanings:

“Chateau Lots” means lot #s 1 through 22, Block 1, lot #s 18 through 55 and lot #s A-1 through A-3, Block 2, lot #s 1 through 6, Block 4, lot #s 1 through 11, Block 9, and lot #1, Block 10 of the Development.

“Common Property” means all real property (together with any and all improvements now or hereafter located thereon) owned by the Association or in certain instances over which the Association has been granted permanent easements, if any, for the common use and enjoyment of the Owners (as hereinafter defined).

“Design Standards” means all Restrictions and standards applicable to any Residence or Structure on a Lot pursuant to this Declaration.

“Development” means the residential development known as Montserrat developed or to be developed on the Property and such additions as may be made pursuant to Article II.

“Development-Wide Standard” shall mean the standard of conduct, maintenance or other activity generally prevailing in the Development. Such standard may be more specifically determined by the Board and by committees required or permitted to be established pursuant to the Declaration and the Articles of Incorporation and Bylaws of the Association. Such

¹ The following Architectural Design Covenants, Restrictions, and Guidelines for Montserrat restate in an abbreviated format the architectural and design standards found in the First Amended, Restated, and Supplementary Declaration of Covenants, Restrictions and Easements for Montserrat. For ease of reference, the excerpted provisions will use the identical section and paragraph numbering.

determination, however, must be consistent with the Development-Wide Standard originally established by the Declarant and with this Declaration.

“Estate Lots” means lot #s A-1 through A-8, Block 2, lot #s 12 and 13, Block 9, and lot #s 2 through 15, Block 10 of the Development.

“Garden Lots” means lot #s 3 through 32, Block 6, and lot #s 1 through 12, Block 7 of the Development.

“Outbuildings” shall include any Structure located on a Lot not connected with the Residence.

“Residence” means a Structure situated upon a Lot intended for independent use and occupancy as a residence for a single family. Residence shall include porches (enclosed or unenclosed), attached garages and attached guest quarters, as well as breezeways and every integral part thereof, including but not limited to balconies, porte cocheres and architectural appurtenances such as cornices, bay windows, and the like.

“Structure” means:

(a) any thing or object the placement of which upon any Lot or the Common Property may affect the appearance of such Lot or the Common Property, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, dock, fence, curbing, paving, wall, tree, shrub (and all other forms of landscaping), sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot or Common Property;

(b) any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot or Common Property, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot or Common Property.

“Villa Lots” means lot #s 1 through 10, Block 5, lot #s 1, 2, and 33 through 43, Block 6, and lot #s 1 through 8, Block 8.

ARTICLE IV
MONTSERRAT HOMEOWNERS’ ASSOCIATION

The Board shall have the following rights, powers and duties:

(q) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner, Occupant or Member for violation of such provisions or rules. The Board is specifically authorized and empowered to establish

(and to revise and amend from time to time) a monetary “fines” system which may include component steps such as warning citations, ticketing, due process hearings and appeals and a flat rate or discretionary range or geometric progression of fine amounts, which, when pronounced, shall constitute a permitted individual Lot Owner assessment secured by the continuing lien herein established;

ARTICLE VI DESIGN STANDARDS

The intent of the following Design Standards is to enhance and preserve the quality of the community while maintaining the natural beauty of Montserrat. Structures should preserve the natural features of each Lot such as significant trees, views, and topography and be sited so as to minimize disruption of the site.

Accordingly, a house plan, site plan, landscape plan for the entire Lot, and any other documentation requested must be submitted for approval to the Architectural Control Committee. Additionally, any future changes or additions to the Lot after construction of the Residence is complete must also be approved. The Committee may determine that what was found acceptable in one situation may not be acceptable in another as the intent is to ensure each design is appropriate to the specific Lot and does not dominate or contrast sharply with the surroundings.

6.01 Design Standards.

(a) No Lot and no Residence or outbuilding located thereon shall ever be used for other than a single family residence or purposes incidental thereto.

No Garage or Outbuilding on any Lot shall be used as a Residence or living quarter, temporarily or otherwise, except by guests or domestic employees of the Lot Owner. No dwelling shall be occupied in any manner at any time prior to completion. The work of constructing the dwelling shall be prosecuted diligently from the commencement thereof until completion. All construction must be completed within twelve (12) months after commencement thereof unless otherwise approved by the Committee.

Water, electric and sanitary sewer facilities are located on or at the edge of each of the Lots covered by this dedication; and the owner of any such Lot must tie onto these facilities unless written permission for different treatment is obtained.

(b) The following initial design standards and all other Restrictions and standards expressly set forth in these Declarations (together, the "Initial Design Standards") shall apply to the Development:

(i) Residences. All Residences shall be of a traditional nature in architectural style. The exterior surface of all residential dwellings shall be constructed of brick, brick veneer, stone or stone veneer, masonry, stucco (original or polymer) or any combination thereof approved by the Committee provided that one hundred (100%) percent of the first (1st) floor and eighty-five (85%) of the overall exterior surface must be brick, brick veneer, stone, stone veneer, masonry or stucco (original or polymer). All exterior surfaces, especially any painted or stained wood surface, (including, without limitation, garage doors) must be maintained in good condition. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, exterior paint or stain, shall be subject to the prior written approval of the Committee. The installation of solar panels on any roof or other portion of a residence which is visible from any street, alley or adjoining Lot is expressly prohibited. Precast concrete panels shall not be considered as masonry, and shall not be the predominant exterior wall material. All Lots during construction shall contain a 4x6 rendering and materials board containing samples of the exterior materials to be used in the construction of the Residence. Material board standards shall be determined by the Committee.

(ii) Roofs. All roofs shall be (1) constructed of slate, tile, standing-seam metal, or other three-dimensional material. No wood or composition shingles will be allowed, (2) the color of materials must be approved by the Committee, and (3) otherwise be in compliance in all respects with applicable City of Fort Worth, Texas ordinances. The Committee may consider other, superior roofing products on a case-by-case basis. The roof pitch must complement the architectural style of any structure and be approved by the Committee

(iii) Every Residence erected on any lot shall front on the street on which it is located.

(iv) Garages. Each Residence shall include an enclosed garage that can accommodate a minimum of two (2) cars. Every garage shall be constructed of the same material as the Residence. All garage doors must be decorative in nature and have continuity with the architecture of the primary Residence. Standard, stamped steel doors are prohibited. Other than Garden Lots, the primary garage shall not directly face a residential street or any of the Common Properties. Garden Lot garages may face the street but must be set back a minimum of twelve (12) feet from the front elevations of the Residence. Secondary or “split garages” may also face the street. Secondary or “split” garages facing the street shall have single stall openings only. Garage doors shall be recessed a minimum of twelve (12) inches. No garages on Lots along the south side of Bella Terra shall face the street. No driveways shall enter or exit from the south side of Bella Terra Drive. Porte-cocheres must be approved in writing by the Committee. The location of all garages shall be subject to the approval of the Committee.

(v) Outbuildings. Outbuildings, including detached garages, shall be of design, construction and materials similar and comparable to that of the Residence. No outbuilding shall exceed the Residence in height, unless by written consent of the Board.

(vi) Fences. The design, location and materials of all fencing shall be pre-approved by the Committee. All side and rear fences shall not average more than six (6) feet in height without the Board's written approval. All fences and walls in front of a Residence shall be no taller than four (4) feet in height without the Board's written approval. The maximum height of entry/private gates shall be six feet and three inches (6'3"). All fences and entry gates in front of a Residence must be set back a minimum of twenty (20) feet from the right of way. No spruce, chain-link, wire or wood fences shall be allowed. Unless otherwise agreed by the Committee, all fences and walls shall be constructed of rock, brick and/or wrought iron. No fence shall be constructed in violation of any applicable guidelines, ordinances, laws, rules, regulations, or the provisions of the subdivision plat establishing the Development.

(vii) Landscaping. Each Residence shall be fully landscaped within ninety (90) days after the date on which the main structure is ninety-five (95%) percent complete. A landscaping plan for the entire Lot(s) upon which a Residence is constructed shall be submitted to and approved by the Committee before implementation of the plan. Each plan must incorporate a minimum of two (2) 5" caliper trees in the front yard of each Residence.

(viii) Driveways. Driveways shall be a minimum of twelve feet (12') wide and a maximum of sixteen feet (16') wide, except at the driveway apron to garage entrances or to provide for a turnaround at a garage and/or off-street parking. Each Lot must have either a concrete, stone, brick or other approved driveway, the design and materials of which must be pre-approved by the Committee.

(ix) Signs. No sign or signs shall be displayed to the public view on any Lot, except that: (1) any builder, during the applicable initial construction and sales period, may utilize one professional sign (of not more than sixteen (16) square feet in size) per Lot for advertising and sales purposes, provided that such sign must be approved by the Committee; (2) thereafter, a dignified "for sale" sign (of not more than nine (9) square feet in size) may be utilized by the Owner of the respective Lot; (3) development-related signs owned or erected by Declarant shall be permitted; (4) signs displaying the name of a security company shall be permitted, provided that such signs are (i) ground mounted, (ii) limited to two (2) in number (one in the front yard and one in the back yard); (iii) of a reasonable size; and (iv) subject to the prior written approval of the Association; and (5) materials board(s) erected by any builder during the period of construction only. No other signs will be permitted, except upon approval by the Committee. All signs must be constructed of metal or wood and be professionally designed and constructed.

(x) Pool Equipment. No pool may be erected, constructed or installed without the prior written consent of the Committee. Above-ground pools are expressly prohibited. All pool, spa and air-conditioning equipment shall be fenced and located in either (1) a side yard between the front and rear boundaries of the dwelling, or (2) in the rear yard adjacent to the dwelling; and shall not be visible from any residential street or public area or any Adjoining Lot. Solid noise absorbing covers for equipment may be required if the equipment is audible from adjacent properties.

(xi) Mail Boxes. All mail boxes shall stand permanently placed in the ground, and be of a design approved in writing by the Committee and shall comply with all applicable laws and ordinances.

(xii) Meters and Air-Conditioning Compressors. All utility meters, equipment, air conditioning compressors, evaporative coolers and similar items must be located in areas approved by the Committee and must be screened from view as required by the Committee.

(xiii) Retaining Walls. The maximum height of site retaining walls is four feet (4') unless incorporated into the house foundation (basements). Retaining walls shall be built to extend and/or blend with the existing topography. Retaining walls are not allowed to be located on property lines. All retaining walls are to be set back from property lines a minimum of five feet (5'). Where grade changes exceed four feet (4'), stepped-back or terraced wall structures with ample planting terraces (four feet (4') minimum width) are to be used. Walls are to be designed with a 2:12 batter if the overall wall height exceeds two feet (2'). Higher walls may be necessary due to topography and may be approved when such a solution would significantly reduce overall impacts to the site. The design, location and materials of all retaining walls must be pre-approved by the Committee.

(xiv) Outdoor Fireplaces. All outdoor fireplaces must comply with the ordinances of the City of Fort Worth, Texas. Their design, location and materials must be pre-approved by the Committee.

(xv) Gutters. All gutters are to be decorative in nature and shown on the plans and specifications. Standard rolled and crimped gutter systems are not permitted on the front of the Residence but may be located at the rear of the Residence out of view.

(xvi) Windows. Standard, vinyl and aluminum windows are not allowed. Wood windows or other superior products such as vinyl-clad or aluminum-clad wood windows will be the standard. All window styles must be shown on the plans and approved by the Committee. Sky lights are permitted provided they are not visible from the street.

(xvii) Minimum Floor Area. No Residence shall be erected having an enclosed air-conditioned floor area of less than (1) 2,200 square feet for Garden Lots; (2) 3,000 square feet for Chateau and Villa Lots; and (3) 4,000 square feet for Ridge and Estate Lots. As used herein, "floor area" means the floor area of the Residence only. As used in determining square footage compliance, "Residence" does not include the floor area of outbuildings, guest quarters, garages and similar buildings attached to the main dwelling, nor does it include the floor area of porches, attached or unattached, enclosed or unenclosed, basements, attics, etc.

(xviii) Building Lines/Setbacks. The words “building line” as used herein mean the line designated as “building line” on the recorded plat of the Property or as otherwise indicated herein, or as changed in accordance with the provisions hereof.

Except as hereinafter set forth, no Residence, Outbuilding, Structure, improvement or obstruction of any character shall be erected, maintained or permitted to remain on any Lot nearer to an adjoining street or streets than the building line shown on the recorded plat of the Property.

The Declarant reserves the right to change in writing any building lines shown on the recorded plat of the Property, if any, or the set back or the side lines hereinabove set out for any Lot so long as it holds legal title to such Lot, and likewise reserves the right to make such changes with the consent of the Owner of the Lot involved after it has parted with the title to such Lot.

(xix) Side Building Lines. Side boundary set back lines on all lots shall be a minimum of ten (10') feet unless shown on the plat to be a greater amount; provided that, Garden Lots shall be a minimum of five (5) feet, Villa Lots seven and one-half (7.5) feet and Estate Lots fifteen (15) feet.

(xx) Builder Approval/Escrow Deposits. All builders, including those that are also Lot owners, intending on constructing a Residence on any Lot must be approved by the Association prior to commencing construction on any Lot. The Association may require each builder to complete a Builder Qualification Application and Escrow Agreement and submit additional documents as may be reasonably required to ascertain the Builder's qualifications to build within the Development. The Association retains the sole authority to restrict construction on any Lot to qualified builders only.

(xxi) Grading and Drainage. Slopes shall not exceed 4:1 unless it can be determined that a steeper slope will not erode. All slopes are to be re-vegetated as soon as possible with planting appropriate to the site. Drainage design is to emphasize reduction of erosion and runoff and minimal disruption to adjacent property.

6.02 Inspection Rights. Any employee or agent of the Association may, after reasonable notice, at any reasonable time or times, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and the Association and any such agent shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

6.03 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot in violation of the provisions of this Declaration, the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and

the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action with thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have the Right of Abatement as provided in Section 10.02 hereof, in addition to any and all other remedies available at law or in equity.

ARTICLE VII ARCHITECTURAL CONTROL

Architectural control shall be supervised by an Architectural Control Committee, hereinafter called the "Committee."

(a) No building, structure, fence, wall or improvement of any kind or nature shall be erected, placed or altered on any Lot until all plans and specifications and/or plot plan have been submitted to and approved in writing by the Committee as to:

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

(ii) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping;

(iii) location with respect to topography and finished grade elevation and effect of location and use on neighboring Lots and improvements situated thereon and any drainage arrangement;

(iv) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth within bulletins promulgated by the Committee, or matters in which the Committee has been vested with the authority to render a final interpretation and decision.

(b) Final plans and specifications shall be submitted in triplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, two complete set of plans and specification will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Owner or his designated representative and accompanied by a statement of complete approval or approval based on certain conditions and specifications. If found not to be in compliance with these Covenants and Restrictions, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these Covenants and Restrictions. Any modification or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval. The approval or disapproval of the Committee, as required herein, shall be narrative and in writing. Provided however, that nothing in this paragraph shall affect in any way the method for seeking or granting variances, as described in the following paragraph, nor shall any failure of

the Committee to act on a variance request within any particular period of time constitute the granting or approval of any such variance request.

(c) Upon submission of a written narrative request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance from the Covenants or Restrictions which are provided in this Declaration or which may be promulgated in the future. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. No member of the Committee shall be liable to any Owner or other person claiming by, through, or on behalf of any Owner, for any claims, causes of action, or damages arising out of the granting or denial of, or other action or failure to act upon, any variance request by any Owner or any person acting for or on behalf of any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce these Covenants and Restrictions against any other Owner. Each such written request must identify and set forth in narrative detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the Committee must be in writing and must identify in narrative detail both the standard from which a variance is being sought and the specific variance being granted. Any variance granted by the Committee shall be considered a rule made under this Declaration.

(d) The Committee may from time to time publish and promulgate architectural standards bulletins which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of these Covenants and Restrictions. Such bulletins shall supplement these Covenants and Restrictions and are incorporated herein by reference. Although the Committee shall not have unbridled discretion with respect to taste, design and any absolute standards specified herein, the Committee shall be responsive to technological advances or general changes in architectural designs and related conditions in future years and use its best efforts to balance the equities between matters of taste and design (on the one hand) and use of private property (on the other hand).

(e) The Committee may, subject to the consent of Declarant, delegate some or all of its authority to a third-party architectural/design professional and agree to pay such professional a reasonable fee for its services on behalf of the Committee.

(f) The Committee shall have the authority to set reasonable fees to be paid by each Lot Owner upon submitting original and amended plans and specifications for review by the Committee. Until otherwise changed by the Committee, fees for the original submittal shall be \$.35 cents per square feet of floor area of the Residence (see Article VI.). Resubmittals, plans for additional improvements and/or changes to the plans and specifications shall be accompanied by an additional fee of Two Hundred Dollars (\$200.00) for each resubmittal/change request.

ARTICLE VIII
GENERAL COVENANTS AND RESTRICTIONS

8.02 Restrictions of Use. Lots may be used for single-family residences only and for no other purpose. No business of any kind shall be conducted on any Lot with the exception of the business of Declarant and its transferees in developing the Subdivision. No garage sales shall be permitted within the Subdivision.

8.04 Construction Completion Time. In the event that a Residence is partially or totally damaged by fire or other causes, the Owner of such Residence must either rebuild the Residence or completely clear the Lot. In the event the Owner desires to rebuild, the construction or restoration of the damaged Residence, or portion thereof, must commence within one-hundred twenty (120) days after the occurrence causing the damage. No construction or restoration shall commence however, until plans and specifications have been submitted to the Committee (and are subsequently approved). In the event the Owner does not desire to rebuild, the Owner must clear away all remaining debris and restore the Lot to the condition in which it existed prior to the initial construction of the damaged Residence.

8.06 Signs. The construction or maintenance of billboards, signs, poster boards, and/or advertising structures of any kind on any part of any Lot is prohibited except as provided in paragraph 6.01(b)(ix).

8.07 Setbacks. The Board may establish setback requirements for the location of such Structure that are more restrictive than those set forth in this Declaration or the plat of the property; provided, however, the Board or the Declarant, so long as Declarant owns any Lot, may grant in writing a variance to any such more restrictive setback requirement. All such setbacks shall be established such that they do not violate the provisions of applicable ordinances, laws, rules, regulations and the provisions of the subdivision plat establishing the Development. No Structure shall be erected or placed on any Lot unless its location is consistent with such setbacks.

8.13 Solid Waste/Weeds.

(a) No person shall dump rubbish, garbage, or any other form of solid waste on any Lot or on Common Property.

(b) Except during approved construction and as approved by the appropriate governmental authority, no person shall burn rubbish, garbage, or any other form of solid waste on any Lot or on Common Property.

(c) Except for building materials employed during the course of construction of any Structure, no lumber, metals, building materials or solid waste of any kind shall be kept, stored or allowed to accumulate on any Lot unless screened or otherwise handled in a manner set forth by the Association.

If after ten (10) days prior written notice an Owner shall fail to (i) control weeds, grass and/or other unsightly growth; (ii) remove trash, rubble, building and construction debris; or (iii) exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, then Declarant or the Board shall have the authority and right to go onto said Lot for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Owner of such Lot a sum not to exceed five hundred dollars (\$500.00) for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning.

8.14 Antennas/Aerials/Ventilation Pipes. All television antennas and other antennas and aerials shall be located inside the attic or under the roof so as to be completely hidden from view. Satellite dishes shall be permitted only if they are not visible from the street. No towers shall be permitted. Ventilation pipes, where possible, shall be located at the rear of the structure(s).

8.16 Tennis Court/Recreational Equipment. Tennis courts are not expressly prohibited by the Committee, but shall only be allowed on certain Lots. The determination by the Committee to allow a tennis court on a Lot shall be based on factors such as the size of a Lot, the desired placement of the tennis court and the visibility of the tennis court from any adjoining Lot. Any Owner desiring to construct a tennis court on his Lot must submit plans and specifications in writing to the Committee as provided in Article VII hereof. Basketball goals, backboards and nets shall only be permitted if they are not directly visible from any street. Recreational and playground equipment shall be placed or installed only upon the rear of a Lot. No aboveground pools shall be allowed.

ARTICLE IX EASEMENT, ZONING AND RESTRICTIONS

(f) Slope easements. All Lots within the Development containing slope easements (as shown by plat) are further burdened with the following restrictions:

(i) No improvements of any kind shall be constructed or maintained within the perimeter of the slope easement, the intent being to maintain all of the area within the easement in its natural state.

(ii) No tree removal, trimming or cleaning of brush or other natural vegetation shall be allowed except where necessary to prevent wildfires or reduce the incidence of infestation of snakes, rodents or other disease born animal, rodents, etc.

(iii) Any Owner wishing to use the easement area in violation of the above may apply to the Board for a variance subject to the policies for same herein provided.