

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This Declaration of Covenants, Conditions, and Restrictions is made on the date set forth below in the City of Fort Worth, Texas, by NEWPORT HOLDINGS, INC. (herein the "Declarant"), whose mailing address is P.O. Box 200636, Arlington, Texas 76006.

### Recitals

1. Declarant is the owner of all that certain real property located in Fort Worth, Tarrant County, Texas, and which is legally described as follows:

Lots 1 - 13, Block A, Lots 1 - 11, Block B, Lots 1 - 13, Block C, Lots 1 - 15, Block D and Lots 1 - 10, Block E, in NEWPORT VILLAGE AT TRINITY, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 6701, Plat Records of Tarrant County, Texas;

Lots 1 - 4, Block F, Lots 1 - 11, Block G, Lots 1 - 36, Block H, Lots 1 - 22 and Lots 43 - 58, Block I, Lots 1 - 9, Block J, Lot 1, Block O, Lot 1, Block Q, Lot 1, Block R, Lot 1, Block S, and Lot 1, Block U, THE FINAL PLAT OF PHASE 3A OF THE REPLAT OF NEWPORT VILLAGE AT TRINITY, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 9728-9730, Plat Records, of Tarrant County, Texas;

Lots 37 - 46, Block H, Lots 23 - 42, Block I, Lots 1 - 23, Block K, Lots 1 - 21, Block L, Lots 1 - 13, Block M, Lots 1 - 12, Block N, Lot 1R, Block O, Lot 1, Block P, Lot 3BR, Block Q, and Lot 1, Block T, (Lot 3B, Block Q); and Lots 9R, 10R, 11R and 12R, Block J (Lot 9, Block J), THE FINAL PLAT OF PHASE 3B OF THE REPLAT OF NEWPORT VILLAGE AT TRINITY, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 9728 - 9730, Plat Records, Tarrant County, Texas (all of the above being the "Property").

2. Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

3. Declarant contemplates the formation of Newport Village at Trinity Homeowners Association (the "HOA") which will provide the funding for the operation, maintenance, management and care of the private streets, right-of-way, open space and amenities located within the dedication plat of Newport Village at Trinity including all of the lots described in Paragraph 1 above.

4. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant and each successive owner of an interest in the Property.

5. In accordance with both the Doctrines of restrictive covenants and implied equitable servitude, the Declarant desires to encumber and restrict the Property according to these covenants, conditions and restrictions in furtherance of this general development plan.

**NOW, THEREFORE**, it is declared that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions.

**ARTICLE I**  
**DEFINITIONS:**

1.01 "Developer" means the Declarant and its successors and assigns.

1.02 "Lot" means any of the plots of land shown on the Plats and subdivision Plats of the above described Lots recorded in the Plat Records of Tarrant County, Texas (the "Plats") on which there is or will be built a single family dwelling. The term "Lot" does not include any part of the Common Area.

1.03 "Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a detached single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest or leasehold interest.

1.04 A "qualified person" means a person who is a licensed architect, landscape architect, licensed general contractor or city planner.

1.05 "Common Area" means the entire Property except the Lots, subject to all easements and rights described in this Declaration.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION:**

2.01 **Existing Property.** The Lots in the above described Plats are located in the City of Fort Worth, Tarrant County, State of Texas, and be subject to these Restrictive Covenants.

2.02 **Additions to Existing Property.** Additional land(s) may become subject to this Declaration in the following manners:

(a) Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a **Supplementary Declaration of Covenants, Conditions and Restrictions** which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such property provided, however, that such supplementary declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration.

(b) In the event any person or entity other than Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes of the Owners.

**ARTICLE III**  
**COMMENCEMENT OF THE ASSOCIATION,**  
**MEMBERSHIP AND VOTING RIGHTS:**

The Association shall commence upon the filing with the Secretary of State of Texas of the Articles of Homeowners Incorporation by Declarant.

**3.01 Membership.** Every Owner of a Lot shall automatically be and must remain a Member of the Association in good standing. Declarant or the Board of Directors may declare that any Owner is not a Member in good standing because of past unpaid dues, fines, late charges, interest, legal fees, and/or any other assessments of any nature. Declarant or the Board of Directors may temporarily suspend the voting rights of any Member who is not in good standing until such past unpaid amounts are paid in full.

**3.02 Voting Rights.** Lots owners shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

**3.03 Quorum, Notice and Voting Requirements.** The quorum, notice and voting requirements of and pertaining to the Association are set forth within the Bylaws of the Association, as same may be amended from time to time. Any action by or on behalf of the Association may be taken with the assent given in writing by Members who collectively hold or control more than fifty-one percent (51%) of the outstanding votes of the Association.

**ARTICLE IV**  
**GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS:**

**4.01 Powers and Duties.** The affairs of the Association shall be conducted by its Board of Directors (hereinafter referred to as the "Board"). The Board shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Common Properties and the Owners, shall provide, and shall pay for out of the dues and maintenance fund(s) provided for in Article V below, the following:

- (a) Care and preservation of the Common Properties and the furnishing and upkeep of any designated personal property for use in, upon and adjacent to the Common Properties;
- (b) Any private trash and garbage collection service and security arrangements;
- (c) Taxes, insurance and utilities (including, without limitation, electricity, gas, water and sewer charges) which pertain to the Common Properties only;
- (d) The services of a person or firm (including Declarant and any affiliates of Declarant) to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be

necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager designated by the Board;

- (e) Legal and accounting services; and
- (f) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

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

- (g) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by the Association;
- (h) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of first mortgage liens on the individual Lots with respect to: (i) taxes on the Common Properties; (ii) insurance coverage (if any) on Common Properties, as they relate to the assessment, collection and disbursement of dues; and (iii) utility installation, consumption and service matters;
- (i) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, in the Board's discretion, or secured by such assets of the Association as deemed appropriate by the lender and the Board;
- (j) To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association;
- (k) To protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;
- (l) To make reasonable rules and regulations for the operation of the Common Properties and to make amendments thereto from time to time;
- (m) To make an annual report available to each Owner within ninety (90) days after the end of each fiscal year;
- (n) To adjust the amount, collect, and use any insurance proceeds, dues, or special assessments to repair damage or replace common areas, damaged, or lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess and levy special assessments upon the Members in proportionate amounts to cover the deficiency; and
- (o) To enforce the provisions of this Declaration and any rules made hereunder and to fine, enjoin and/or seek damages from any Owner for violation of such provisions or rules.

**4.02 Board Powers, Exclusive.** The Board shall have the exclusive right to contract for all goods, services, and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein or the HOA By-Laws. In the event or if for any reason the Board is not deemed authorized to act for and on behalf of the Association, then Declarant may exercise such power and authority hereof to act for and on behalf of the Association and the Members, and the Association shall reimburse Declarant for any and all reasonable expenses incurred in so acting.

**4.03 Contracts with Owners.** The Board, on behalf of the Association, shall have full power and authority to contract with any Owner (including, without limitation, Declarant) for the performance, on behalf of the Association, of services which the Board is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

**4.04 Liability Limitations.** Neither any Member, the Board, any Director, nor any Officer of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant, the Association, its Directors, Officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

**4.05 Reserve Funds.** The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association.

**4.06 Restrictions on Contracts.** The Association may, enter into management agreements or other contracts in accordance with this Declaration.

**ARTICLE V**  
**COVENANTS FOR ASSESSMENTS:**

**5.01 Personal Obligation of Assessments.** Each Owner of a Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed, as a part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the Declarant and/or the Association (or to an independent entity or agency which may be designated by the Declarant and/or the Association to receive such monies):

- (a) Regular assessments or charges for operation, maintenance, taxes and insurance on portions of the existing Properties and the Common Properties (including, without limitation, those matters described within Section 4.01 hereof);

- (b) Special assessments for capital improvements or unusual or emergency matters, such assessments to be fixed, established and collected from time to time as hereinafter provided;
- (c) Special individual assessments levied against individual Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of such individual Owner and not caused by ordinary wear and tear; and
- (d) Individual assessments and fines levied against individual Owners for violations of rules and regulations adopted by the HOA's Board of Directors pertaining to the Association and/or the Common properties;

such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular, and special individual assessments, together with such late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made and shall also be the continuing personal obligation of the then-existing Owner of such lot at the time which the assessment became due.

**5.02 Creation of Lien.** Declarant hereby reserves for the Association a vendor's lien against each Lot to secure the payment of any dues, late charges, or assessment which may be levied, pursuant to the terms and provisions of Sections 5.05 and 5.06 hereof, and the expenses incurred in connection with the enforcement thereof including, without limitation, interest at the maximum rate permitted by law, costs and reasonable attorneys' fees. Such lien may be enforced by appropriate judicial proceedings, and the amounts secured thereby shall be the obligation of and chargeable to such Owner. Such lien shall be and is subordinate and inferior only to the following: (i) assessments, liens and charges in favor of the State of Texas and any political subdivision thereof for taxes past due and unpaid on the Lot; and (ii) amounts due under any first lien deed of trust duly recorded and all renewals and extensions thereof.

**5.03 Assessment Lien.**

(a) All sums assessed but unpaid when due, including interest thereon at the rate of eighteen percent (18%) per annum from the date such assessments are due until said assessments are paid (subject to the provisions hereof limiting the interest contracted for, charged or received to the maximum permitted by applicable law) shall constitute a lien on the Lot superior to all other liens and encumbrances, except as provided in Section 5.02 of this Article V. Declarant, or the Board or its duly appointed agent, may (but shall not be required) to prepare a written notice setting forth the amount of such unpaid indebtedness, the name of Owner and a description of the Lot. Such notice shall be signed by Declarant or the Board or its duly appointed agent and may be recorded in the office of the County Clerk of Tarrant County, Texas. Such lien may be enforced by the foreclosure of such lien upon the Lot by the Declarant or the Board or its duly appointed agent. In any such proceeding, the Owner shall be required to pay the costs, expenses and attorney's fees incurred in connection with filing the lien, and in the event of any foreclosure proceeding, all additional costs, expenses and attorney's fees incurred in connection with any such foreclosure proceeding. Declarant or the Board or its duly appointed agent shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. Any mortgagee holding a lien on the Lot may pay, but shall not be required to pay, any unpaid assessments owing with respect

to the Lot, but such payment shall not be deemed a waiver of such Owners default by either Declarant, the Board or such mortgagee.

(b) The amount of the assessments assessed against the Lot shall also be a personal obligation or indebtedness of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing same.

(c) Owner by acceptance of the deed to the Property, hereby expressly vests in Declarant, the Board or its agents the right and power to bring all actions against Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens. No Owner may waive or otherwise except liability for the assessments provided herein by non-use of the Common Properties or by abandonment of his Lot.

(d) If any dues or assessment remains unpaid at the expiration of thirty (30) calendar days from and after the due date established by the Declarant and/or the Board, a late charge shall be assessed against the non-paying Owner for each month that any portion of an assessment remains unpaid. The late charge shall be in the amount of Twenty-five and No/100 Dollars (\$25.00) per month for all Members. A twenty-five and No/100 Dollars (\$25.00) service charge shall be charged for each check that is returned because of insufficient funds. The amounts of late charges and service charges may be adjusted, from time to time, by the Declarant or Board consistent with any changes in the amounts of regular or special assessments.

**5.04 Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purposes of (i) promoting the health, recreation, safety and welfare of the residents of the Property; (ii) improving and maintaining any private walkways, services and facilities directly related to the use and enjoyment of the Common Properties; (iii) the payment of taxes on the Common Properties and insurance (if any) in connection with the Common Properties, and the repair, replacement and additions thereto; (iv) the payment for electricity for street lights and exterior lights and the repair, replacement and additions of various items within the Common Properties; (v) trash and garbage collection and security arrangements, as may be determined necessary and appropriate by the Association from time to time; (vi) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and the management and supervision of the Common Properties; (vii) carrying out the duties of the Board as set forth in Article IV hereof; (viii) carrying out the various matters set forth or envisioned herein or in any amendment or supplement hereto; and (ix) for any matter or thing designated by the City of Fort Worth in connection with any zoning, subdivision, platting, building or development requirements.

**5.05 Basis and Amount of Regular Maintenance Assessments.**

(a) Until and unless otherwise determined by the Declarant and/or the Board, the maximum regular assessment shall be \$25.00 per Lot per month. Declarant or the Board shall determine the dues commencement date and so inform the Lot owners thereof in writing.

(b) The Declarant and/or the Board may establish the maximum annual assessment for each Lot, provided that the maximum annual assessment may not be increased more than thirty

percent (30%) above the maximum annual assessment for the previous year unless otherwise approved by the Members of the Association as provided in Article III.

(c) After consideration of current maintenance costs and the future needs of the Association, the Declarant and/or the Board may fix the actual annual assessment at an amount equal to or adjust such assessment to meet anticipated common expenses.

(d) The Declarant and/or the Board may establish a time-price differential schedule for the payment of the regular assessment.

**5.06 Special Assessments for Capital Improvements.** In addition to the regular assessments authorized by Section 5.01 hereof, the Association may levy in any fiscal year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including any necessary fixtures and personal property related thereto; provided that any such assessment shall have the affirmative approval of the members of the Association as provided in Article III.

**5.07 Uniform Rate of Special Assessment.** Special capital assessments must be fixed at a uniform rate for all Lots. Each Lot owner shall be charged with one hundred percent (100%) of the established per Lot special assessment.

**5.08 Date of Commencement of Assessments; Due Dates.** Assessments shall commence and become due and payable on the first (1st) day of the month following notice from Declarant and or the Board to the Owners that Articles of Incorporation for Newport Village at Trinity Homeowner's Association, Inc. had been filed and that the Association is active. The Declarant and/or the Board may prescribe from time to time that the regular base assessments are to be collected on an annual, semi-annual, quarterly or monthly basis, and accordingly, the Declarant and/or the Board shall prescribe the appropriate due dates and, if applicable, the time-price differential rates and due dates. All regular base assessments shall be collected in advance. The due date or dates (if it is to be paid in installments) of any other assessments or special assessment under Section 5.05 and 5.06 hereof, shall be fixed in the respective resolution authorizing such assessment.

**5.09 Duties of the Board with Respect to Assessments.**

(a) In the event of a revision to the amount or rate of the regular base assessment, or establishment of a special group or special individual assessment, or establishment of a special group or special individual assessment, the Declarant and/or the Board shall fix the amount of the base assessment against each Lot, and the applicable due dates for each assessment, at least sixty (60) days in advance of such date or period, and the Board shall, at the time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Declarant and/or the Association and/or the manager appointed by the Association.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto.



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

#### **ARTICLE VI** **EXTERIOR MAINTENANCE:**

6.01 If an Owner of any Lot fails to maintain the Lot or the improvements erected thereon in a neat and orderly manner, or to observe any other maintenance requirements of these Restrictions, then the Developer or the HOA or any other Owner of a Lot who is affected by such failure shall have the right, through its agents and employees, to enter the Lot in order to repair, maintain and restore the Lot, including landscaping and the exterior of any buildings and other improvements located on the Lot, all at the expense of the Owner after obtaining approval by a court having jurisdiction over the parties and such property and after reasonable notice and opportunity to cure.

#### **ARTICLE VII** **USE RESTRICTIONS AND ARCHITECTURAL STANDARDS:**

7.01 All Lots shall be used for single-family residential purposes only. Single family use consists of use as a dwelling by two or more natural persons who are related by marriage or kinship, or by not more than three (3) natural persons who are not related by marriage or kinship. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property.

7.02 No building shall be erected, altered or permitted on any Lot other than one detached single-family dwelling not to exceed three stories in height, with a private garage for not more than one (1) automobile. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for its business of constructing and selling dwelling units on the Property, including, but not limited to, offices and storage areas.

7.03 All exterior colors, textures and materials must be compatible not only with this specified design motif but also with adjacent and surrounding Lots, and over-all community appearance. The outside paint color of such existing residences shall not change. All roof colors shall not change. Color of fence shall not change. Exterior door color shall not change. Garages must remain as a place of storage for vehicles and tools and shall not be converted to living quarters.

7.04 No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the Plat. For purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided, however,

that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. No lots shall be consolidated into a single building site.

**7.05** No Lot shall be resubdivided or split except as follows. Any person owning two or more adjoining Lots may subdivide or consolidate those Lots into building sites with the privilege of constructing improvements as permitted by this Declaration on each resulting building site.

**7.06** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No utility company, water district, political subdivision or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees or servants to shrubbery, trees, flowers or to other property of the Owner situated in the easement.

**7.07** No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

**7.08** No structure that is temporary or movable by its nature, including, but not limited to, trailers, mobile homes, motor homes, basements, tents, shacks, garages and other outbuildings and accessory structures, shall be used on any Lot at any time as a residence, either temporarily or permanently.

**7.09** No signs of any type shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to construct and maintain signs advertising the improvements for sale.

**7.10** No oil well drilling, development or refining and no mineral quarrying or mining operations of any kind shall be permitted on any Lot. No oil well, tank, tunnel, mineral excavation or shaft shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted on any Lot.

**7.11** No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash, garbage, leaves, brush or other debris.

**7.12** No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of the City of Fort Worth. Approval of the system as installed shall be obtained from that authority.

**7.13** No individual water-supply system shall be permitted on any lot unless the system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the City of Fort Worth. Approval of the system as installed shall be obtained from that authority.

7.14 No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

7.15 No fence, wall, hedge or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fences.

7.16 No truck or bus (except a passenger van for personal use) or trailer shall be left parked in the street in front of any Lot, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. No truck or bus (except a passenger van for personal use) or boat or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

7.17 No professional, business or commercial activity to which the general public is invited shall be conducted on any Lot.

7.18 No poles, masts or radio antennas (except for one satellite dish per residence) of any type, size or height shall be installed on any Lot.

7.19 No water softener shall be installed or used that discharges effluent brine into the sewage system. Location, type and screening of water softeners and air conditioning units shall be first approved by the Developer.

7.20 Storage sheds and auxillary buildings are prohibited except that the developer retains the right to use such in connection with the erection and sale of developed properties.

7.21 For Sale signs not to exceed six (6) square feet in size are permitted. For Rent and For Lease signs are prohibited.

#### **ARTICLE VIII**

#### **COMMON AREAS, PRIVATE DRIVES, STREETS, AND PARKING:**

8.01 Upon the establishment of the HOA by developer the Lot Owners acting by and through the HOA shall be responsible for maintenance, repair, and replacement of all common areas including but not limited to private streets, drives, roads, parking areas, screening, fencing, lighting, and the swimming pool located on the property for the benefit of the Lot Owners.

#### **ARTICLE IX**

#### **EASEMENTS:**

9.01 All easements and all alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No shrubbery, fence or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation or removal of such utility.

**9.02** An electricity distribution system shall be installed to serve all Lots in the subdivision. The Owner of each Lot, at the Owner's cost, shall furnish, install and maintain (all in accordance with the requirements of local governmental authorities and the National Electrical Code) a service cable and appurtenances from the meter installed on the Lot by the electric company to such point as may be designated by the company on the property line of the Lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each Owner, at the Owner's cost, shall install, furnish and maintain a meter loop (in accordance with then current standards and specifications of the electric company) for the residence constructed on the Lot. For as long as underground service is maintained, the electric service to each Lot shall be uniform in character and exclusively of the type known as single-phase 120/240 volt, 3-wire, 60-cycle alternating current.

#### **ARTICLE X** **GENERAL PROVISIONS:**

**10.01** The Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

**10.02** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

**10.03** These easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title or interest in the Property, in whole or in part, and their heirs, successors and assigns. These easements, covenants, conditions and restrictions shall be for the benefit of the Property, each Lot and each Lot Owner.

**10.04** The covenants, conditions and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions and restrictions may be extended for successive periods of 10 years, subject to termination by an instrument signed by more than 50 percent of the Owners. The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Owners. Neither any amendment nor any termination shall be effective until recorded in the Real Property Records of Tarrant County, Texas, and all requisite governmental approvals, if any, have been obtained.

**10.05** 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, attorneys' fees and costs.

**10.06** There shall be no parking in any of the common drives or streets or common areas identified in the final Plat of Newport Village at Trinity unless specifically designated for parking by the Newport Village at Trinity Homeowners Association.

10.07 This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this 21 day of October, 2005.

NEWPORT HOLDINGS, INC., A Texas Corporation

By: [Signature]  
Martin Van Wolfswinkel, President

THE STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

Before me, a Notary Public, personally appeared Martin Von Wolfswinkel, President of Newport Holdings, Inc., a Texas Corporation, on this the 21st day of October, 2005, known to me, or proved to me on the oath of \_\_\_\_\_ or through Driver's License (description of identity card or other document), to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

[Signature]  
Notary Public, State of Texas

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