

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
WESTMONT MAINTENANCE ASSOCIATION, INC.**

STATE OF TEXAS)
)
COUNTY OF TARRANT) **KNOW ALL MEN BY THESE PRESENTS**

THIS NOTICE OF DEDICATORY INSTRUMENTS FOR WESTMONT MAINTENANCE ASSOCIATION, INC. (“Notice”) is made the 18th day of April, 2016, by the **WESTMONT MAINTENANCE ASSOCIATION, INC.** (“Association”).

WITNESSETH:

WHEREAS, the Association is the property owners’ association created to manage or regulate the planned development covered by the **Declaration of Covenants, Conditions & Restrictions for Westmont**; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners’ association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instruments in the real property records of Tarrant County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code and for the purpose of providing public notice of the following dedicatory instruments affecting the owners of property within **Westmont** subdivision (“Owner”).

NOW THEREFORE, the dedicatory instruments attached hereto on Exhibit “A” are originals and are hereby filed of record in the real property records of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first written above.

WESTMONT MAINTENANCE ASSOCIATION, INC.

By: [Signature]
Name: Susan Ross
Title: Auth. Agent

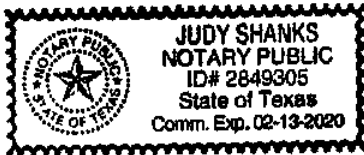
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared Susan Ross, the Authorized Agent of WESTMONT MAINTENANCE ASSOCIATION, INC. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposed and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 18th day of April, 2016.



[Signature]
Notary Public of Texas

**AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WESTMONT**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

THIS DECLARATION is made effective as of the 18th day of April, 2016 by the
WESTMONT MAINTENANCE ASSOCIATION, INC., (hereinafter referred to as "HOA").

WITNESSETH:

WHEREAS, That certain Declaration of Covenants, Conditions and Restrictions for Westmont ("CCR's") of record dated August 18, 2000, and filed as Instrument Number D2000185189 in the Real Property Records of Tarrant County, Texas; and as may have been supplemented and amended thereafter;

WHEREAS, HOA desires to amend said Declaration of Covenants, Conditions and Restrictions for Westmont, and pursuant to the CCR's have achieved the votes required to make said amendments;

NOW, THEREFORE, pursuant to the powers granted to the HOA, the HOA submits the following revisions to the CCR's. The provisions of these Amended CCR's shall be binding upon Westmont in accordance with the terms of the CCR's.

DEFINITIONS

Unless otherwise defined in this Declaration, the following word when used herein shall have the following meanings:

1. "Architectural Control Committee": (herein call the "Committee") composed of three (3) or more individuals authorized and empowered, but not obligated, to consider, review and approve any and all aspects of construction and landscaping.

2. "Common Areas": Common Areas refer to that land and facilities in anyone of the following categories:

(1) Any land and/or facilities within easements benefitting the Association and any other land or facilities within the Addition Deeded to the Association by Declarant or otherwise acquired by the Association or labeled on the Final Plat as Private Open Space or P.O.S.;

(2) Any land and/or facilities within the areas on the Final Plat marked as Trail Right of Way (or Trail ROW) and/or Unpaved Right of Way Dedication (or ROW Dedication), or the unpaved rights-of-way of Westmont Drive, Reverchon Court, Freemont Court, Quillin Court, Compton Court, Colden Court, Muir Lane, Weller Lane, Bartram Lane, Leopold Lane, Hillier Court, and Vines Court (the "Westmont ROW Maintenance Areas");

(3) Any property except Lots subject to the Declaration) or the covenants, conditions, restrictions, liens or charges imposed by the Declaration, including (i) property now owned by Declarant, (ii) property that may be acquired by Declarant and annexed as additional phases and subjected to the Declaration, and (iii) property Owned or acquired by third parties that may be annexed as additional phases and subjected to the Declaration.

3. "Lot" or "Lots" shall mean the eighty two (82#) single family residential lots as shown on the Plat, as amended from time to time, and designated as a "Lot" thereon and as shown on the Plat; provided, however, that the term "Lot" or "Lots" as used in this Declaration shall not include the areas comprising the public street right of way, or common areas, floodways and/or open space.

ARTICLE 1

Construction, Improvements and use of Lots

Section 1.1 Residential Use All Lots shall be used for single-family residential purpose only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family residence per Lot and a private garage as provided below, except as permitted by the Committee. Except as permitted by the Committee, the residence may not exceed the maximum height allowed by the city.

Section 1.2 Single-Family Use Each residence may be occupied by only one family consisting of persons related by blood, adoption, civil union or marriage or no more than two (2) unrelated

persons living and cooking together as a single housekeeping unit, together with any household servants.

Section 1.3 Restrictions on Resubdivision None of the Lots shall be subdivided into smaller Lots. None of the Lots shall be plotted into larger Lots without the prior written consent of the Committee.

Section 1.4 Standards The Committee shall have sole discretion will respect to taste, design and all standards and matters requiring approval as specific herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures, materials, or colors from being built in the Addition and shall have the authority to make certain requirements with respect to design, materials, construction, and landscaping, including but not limited to, requiring 12/12 or greater roof slope, that's chimney rues be covered with brick or masonry, that chimney caps be approved by Committee, that non-chimney roof ventilation be hidden from view from right-of-way and common areas, that specific types of divided light windows be used, restricting the use of skylights, solar heating panels, and prefabricated fireplace boxes, chimney rues and caps, requiring certain types of front and side window interior treatments (drapes, shutters, etc.) complimentary to the architecture of the house, and generally requiring that plans submitted for approval meet or exceed the standards of the existing improvements on neighboring Lots. The Committee may from time to time publish and promulgate Westmont Architecture and Landscape Standards and Requirements ("Standards"), which shall carry forward the spirit and intention of this Declaration and of Declarant. Committee approvals and requirements may be based all or in part upon these standards.

CONSTRUCTION MUST STRICKLY ADHERE TO COMMITTEE APPROVALS AND BE BUILT STRICKLY IN OBSERVANCE OF SCALE OF APPROVED DRAWINGS.

Section 1.5 Minimum Floor Area

The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached necessary buildings, shall be not less than **4,000 square feet**, except, the Committee may grant variances permitting different sizes in Blocks A and B. The first story of two story houses must contain at least 1,800 square feet, unless approved otherwise by the Committee.

Section 1.6 Structure Materials Exterior Items and Surfaces.

The total exterior vertical wall area of each structure, exclusive of doors and windows, shall be at least 80% masonry (brick, stone, or with Committee approval, stucco). The exterior of chimney rues shall be of masonry material acceptable to the Committee. Installation of any exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, mailboxes, roofing materials and exterior paint or stain, shall be subject to the approval of the Committee as to size, design, materials and location. Roofing material of each residence shall be specifically approved by the Committee for that residence.

Section 1.7 Side Line and Front Line Setback Restrictions

No structure shall be located on any Lot nearer to the line or nearer to the street line than the minimum setback lines shown on the Plat, without the prior written approval of the Committee. For the purpose of these restrictions, eaves, steps and any open porches shall not be considered

as a part of the structure, provided however, this shall not be constructed to permit any portion of a structure on a Lot to encroach upon another Lot or to violate any City Ordinance.

Section 1.8 Waiver of Setback Requirement

No structure may be located further back or closer to any property line of a Lot than provided above, without the prior written approval of the Committee where, in the opinion of the Committee, the proposed location of the structure will not substantially detract from the appearance of the adjoining Lots. The Committee may require any structure be located further back or closer to any property line than provided above or on the Plat.

Section 1.9 Driveways

All driveways shall be surfaced with concrete or other substance approved by the Committee. No circular driveways shall be permitted without the approval of the Committee.

Section 1.10 Garages and Driveway

Unless otherwise approved by the Committee, each residence shall have a detached or attached garage suitable for parking no less than two (2) or more than three (3) standard size automobiles, which garage conforms in design and materials with main structure. Unless otherwise approved by the Committee, no garage shall have a vehicular access door or opening which faces any public right-of-way. All driveways must be accessed from the front of the Lot unless otherwise approved by the Committee.

Section 1.11 Fences and Walls

A) Any fence or wall shall (i) comply with City requirements, including those regarding height, location and materials; (ii) not extend nearer to the front street than five (5') feet behind the front of the house without the prior written approval of the Committee; (iii) be constructed of material approved by the Committee; (iv) be constructed so the sides containing the structural supports are not visible from any public right-of-way unless approved by the Committee; (v) be not less than six (6') feet in height or more than eight (8') feet in height as measured from existing ground level unless approved by the Committee; (vi) for any fence on the side of a corner Lot adjacent to a street, be at least five (5') feet inside the property line of such Lot, unless otherwise approved by the Committee. However, on corner Lots, special, more restrictive fencing requirements may be imposed on the Lot side contiguous to the street by the Committee; (vii) if stained, be stained with a stain approved by the Committee. Fences may be privately installed but must be constructed to professional levels of quality. The design, specifications and contractors for building fences may be specified by the Committee.

B) As to corner Lots, any fence visible from a public right-of-way shall be uniform fence of a design, material and color and in the specific location to be determined by the Committee for each Lot, which shall generally include but not be limited to the following: (i) the location between the structure and the side street property line of such fence; (ii) how close the fence may be built to the street the Lot fronts on; (iii) whether a formal foundation planting along the outside of the fence is required; (iv) whether such fence shall be constructed of cedar or similar material, have trim boards, metal posts, and masonry columns constructed of a material required by the Committee; (v) the height of such fence; (vi) other design criteria of such fence.

C) The Committee may require that some or all retaining walls in the Additions be constructed of a uniform color, material and/or design.

Section 1.12 Sidewalks

All sidewalks shall, at a minimum, conform to City specifications and regulations. The Committee may impose more restrictive standards than those required by the City.

Section 1.13 Mailboxes

As required or approved by the Committee, mailboxes shall be constructed in accordance with City specifications and of a material, color and design approved by the Committee and shall be made by a contractor specified by the Committee.

Section 1.14 Commencement of Construction

Each residence constructed on each Lot, and any other improvements thereto, shall be commenced promptly after conveyance and completed with due diligence but only after approval by the Committee of the plans and specifications prepared in connection with such construction.

Section 1.15 Utilities

Except as to special street lighting or other aerial facilities which may be required by the City or which may be required by the franchise of any utility company or which may be installed by Declarant pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface maintain or operate appropriate underground facilities) shall be erected or installed in the Addition whether upon individual Lots, easements, streets or right-of-way of any type, either by the utility company or any other person or entity, including, but not limited to, any person owning or acquiring any part of the Addition, and all utility service facilities (including, but not limited to, water, sewer, gas, electricity, and telephone) shall be underground unless otherwise required by a public utility or unless said aerial utilities are approved by the Committee.

Section 1.16 Conservation Area

Notwithstanding any provision in this Declaration to the contrary, any and all property, including without limitation any portion of Lots, within the wetland and riparian mitigation area, more particularly described on Exhibit C, which is attached hereto and incorporated herein for all purposes (the " Conservation Area"), shall be subject to all conditions, limitations and restrictions on the use of the Conservation Area, as outlined in special condition number 4 of the letter dated October 4, 1999, from the Department of the Army, Fort Worth District, Corps of Engineers ("USACE"), authorizing Project Number 19980603 (the " Project") , which is attached hereto as Exhibit D and is incorporated herein for all purposes. Declarant shall retain the right to access the Conservation Area, for purposes of carrying out any and all activities of the permitted responsible for the Project, now or hereafter authorized or required by USAGE within the Conversation Area. Notwithstanding any provision in this Declaration to the contrary, this section 1.15 may not be amended or abolished without the written approval of USACE.

Article 2

Landscaping and Grading

Section 2.1 Fences, Grading Plan, Walls and Sprinkler Systems. For a period of ten (10) years after the recording of this document, Declarant, and the Association if it has been formed according to this Declaration, shall have the right to erect, install, maintain, repair and/or replace fences, walls and/or sprinkler systems within those portions of any Lot which are located outside the building, setback or sight lines, including all public rights-of-way and easements located on or contiguous to any Lot, as established by the Plat, this document or any governmental entity (being referred to herein as the "Common Area"). Any fence, wall or sprinkler system shall be the property of the Owner of the Lot on which such fence, wall or sprinkler system is erected or installed, subject to the easements and rights of Declarant and the Association set forth below. No fence, wall or sprinkler system shall be erected or installed in the Common Area by the Owner thereof without the prior written consent of Declarant, the Committee and the Association.

Section 2.2 Grading Slope The grading slope and drainage plan of all Lots, as shown on the Grading Plan (as defined below) of the Declaration may not be altered without the prior written approval of the Committee, the City and other appropriate agencies having authority to grant such approval.

Section 2.3 Grading Plans Unless otherwise approved by the Committee, the Owner of each Lot shall strictly adhere to the Lot grading plan attached hereto as Exhibit B (the "Grading Plan") and shall have an affirmative obligation to maintain the Grading Plan in all respects. Each Owner hereby covenants and agrees to strictly adhere to the following obligations:

A) The Owner of each Lot shall maintain drainage flows as shown on the Grading Plan and keep properly graded any channel or swale (i) which is located on the Lot prior to the conveyance of the Lot to the Lot Owner or (ii) required for compliance with the Grading Plan. The Owner of each Lot shall keep any such channel or swale free and clear at all times of debris and keep grass therein mowed to a height not to exceed two (2") inches;

B) The Owner of each Lot shall build any side or rear Lot line fence approved by the Committee that extends across a channel or swale so that no more than 50% of the swale width is closed by fence material. For purpose of this selection, "channel width" and "swale width" shall be defined as that cross-section triangular area which is formed by the walls of the swale or channel width shall be left open, as required by the Engineering Department of the City of Colleyville and the Committee. This specification can be achieved by altering fence slats with open gaps where the fence protrudes into the channel width or swale width.

Section 2.4 Landscaping

A) No landscaping may be installed without the prior written approval by the Committee of a landscape plan showing the proposed landscape design, plant and other materials, irrigation layout and other details, and describing bed preparation, planting details, fencing, edging, exterior lighting, and other matters required by the Committee. Declarant or the Association shall have the right to grade, plant and/or landscape and maintain, repair, replace and/or change such grading, planting and landscaping on any portion of the Common Area.

B) In the event Declarant does not landscape the Common Area, the Owner thereof may plant grass and, with the prior written consent of Declarant, may landscape and plant trees and shrubs in the Common Area. Each Lot on which a structure is constructed shall have landscaping, including, but not limited to, shrubs, flowers, trees, ground cover and grass, of a sufficient quality, quantity and design to be compatible with landscaping on adjoining Lots and the neighborhood setting intended for the Addition.

C) Landscaping of a Lot, which must include a sprinkler system for the front yard (and on corner Lots, sprinkler systems for side yards visible from any public right-of-way), shall be completed within thirty (30) days after the date on which the house receives a Certificate of Occupancy from the City.

D) No wooden retaining walls shall be permitted in the front yard nor where visible from any public right-of-way.

E) The Committee may require the Owner of any Lot to plant and maintain as many as four (4) trees provided by Declarant in locations specified by the Committee. Any such tree(s) shall, if required by the Committee, be replaced by the Lot Owner if said tree(s) do not survive. The Committee may limit tree, shrubbery, ground cover, grass, edging, flowers, and other materials for use in front and side yard landscaping to those items which it lists, if at all, from time to time in the Standards of the Addition. Tree types may be selected by the Committee.

Section 2.5 Easement. The Declarant, the Association and the Committee each shall have, and hereby reserve, the right and easement to enter upon the Common Area for the purpose of exercising the discretionary rights set forth in this Declaration.

Section 2.6 Easements continued. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Easements are also reserved for the installation, operation, maintenance and Ownership of utility service lines from the property lines to the residences. Declarant reserves the right to make Ownership of utility service lines from the property lines to residences. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any Lot, the Owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the Lot.

Section 2.7 Maintenance by Individual Lot Owner. In the event the Declarant, the Association or the Committee does not maintain or repair any fences, walls grading, planting or landscaping erected, installed or situated with the Common Area of any Lot, then the Owner of such Lot shall, at his expense, perform such maintenance and repair work as is necessary to maintain such fences, walls, grading, planting and landscaping in a good and neat condition and appearance; provided, however, that the Lot Owner shall give the Committee and the Association ten (10) business days' written notice before doing any maintenance other than mowing, edging and trimming. So long as the Common Area and any fences, walls, grading, planting and landscaping thereon are being reasonable maintained and repaired by the Committee and the Association, the Owner of such Lot shall not perform any maintenance or repair work within such Common Area without the prior written consent of the Committee and the Association.

Section 2.8 The Committee's Discretion. Notwithstanding any provisions herein to the contrary, neither the Declarant, the Association, nor the Committee shall ever be obligated to erect, install, maintain, repair or replace any fences, walls, sprinkler systems, grading, planting or landscaping on any Lots.

Section 2.9 Evergreen Screen. The Association shall maintain an evergreen screen, fence and stone columns as installed by the Declarant adjacent to the east side Lot 22, Block D and the evergreen screen and stone columns (but not the wood fence) as installed by the Declarant adjacent to the north side Lots 14 and 15, Block D and the backyards of Lots 20, 21, and 22 of Block C. The Association is not liable nor responsible for repair/replacement if damage is caused by the Owner.

Section 2.10 Landscaping Maintenance The Association shall maintain landscape installed in Common Areas and the Conservation Area.

Section 2.11 Lot 1, Block I. The Owner of Lot 1, Block I, also known as 6908 Westcoat Drive, is not a member of the Association. This Lot shall be maintained, administered, operated, and improved by the Lot Owner and/or his successors, assigns or heirs. In the event that Owner, his successors, assigns or heirs do not so maintain the Lot, the Association, may, but is not obligated to, maintain and improve the stone columns and iron fence along any portion of the Lot, and the landscape, hard and soft, on the Lot, but only with the prior consent of the then Owner of the Lot. In such event, the then Owner of the Lot shall reimburse the Association for such maintenance within thirty (30) days of receiving a written invoice for such work.

Article 3 **Uses Specifically Prohibited**

Section 3.1 No temporary structure, shop, trailer or mobile home of any kind or any improvement of a temporary character shall be permitted on any Lot.

Section 3.2 No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out building, shall be used at any time as a dwelling house.

Section 3.3 No garage, garage house or other out-building may be occupied by any person prior to the erection of a residence.

Section 3.4 No building material of any kind or character shall be placed or stored upon the Addition until the Owner thereof is ready to begin construction of improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected.

Section 3.5 No boat, boat trailer, marine craft, hover craft, aircraft, recreational vehicle, pick-up camper, travel trailer or other trailer of any kind, motor home, camper body or similar vehicle or equipment may be parked for more than two consecutive days within the Addition, unless completely concealed from public view and adjacent Lots. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any

vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity.

Section 3.6 No trucks with tonnage in excess of three quarters of a ton or any vehicle with painted advertisement shall be permitted to park overnight within the Addition without the prior approval of the Committee.

Section 3.7 No vehicle of any size which transports inflammatory or explosive cargo is permitted in the Addition at any time.

Section 3.8 No vehicles or similar equipment shall be parked or stored in an area visible from any public right-of-way except passenger automobiles, passenger vans, and pickup trucks that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas.

Section 3.9 No oil drilling, oil development operation, oil refining quarrying or mining operations of any kind shall be permitted in the Addition, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Addition. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted within the Addition.

Section 3.10 No animals, livestock or poultry of any kind shall be raised, bred or kept on any property in the Addition except dogs, cats, or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purpose or for food. It is the purpose of these provisions to restrict the use of the property so that no person shall quarter on the premises, cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the community.

Section 3.11 No Lot or other area in the Addition shall be used as a dumping ground for any waste, trash, garage or other waste shall not be kept, except in covered sanitary containers in appropriate locations which may be specified by the Committee. Unless otherwise expressly permitted by the Committee, such containers shall be situated and enclosed or screened so as not to be visible from any public right-of-way, private drive or adjacent Lot. All equipment for the storage or other disposal of waste material shall be kept clean and in sanitary condition. Materials incident to construction of improvements may be stored on Lots during construction so long as construction progresses without undue delay.

Section 3.12 No individual water supply system shall be permitted in the Addition, except as may be approved by the Committee for irrigation.

Section 3.13 No individual sewage disposal system shall be permitted in the Addition.

Section 3.14 No air-conditioning apparatus shall be installed on the ground in front of residence. No air-conditioning apparatus shall be attached to any front or side wall or window of a residence, or in any second floor window or wall. All utility meters, outdoor equipment, air-

conditioning compressors, air-conditioning and heating units, sprinkler and other control devices, junction boxes and similar items must be visually screened from right-of-way and from adjoining Lots in a manner approved by the Committee and must be located in areas acceptable to the Committee.

Section 3.15 It is the intent of the Committee to insure that antenna, discs, dishes or other similar equipment does not detract from the overall appearance of the neighborhood as they are considered unsightly. No antennas, discs, dishes, or other equipment for sending or receiving sound or video messages shall be permitted in this Addition except antennas for AM or FM radio reception and for UHF and VHF television reception and satellite antennas or size specifically allowed by federal law, unless otherwise approved by the Committee. No use shall be made of any Lot or structure thereon for any other type of radio or television or similar broadcasting system.

Section 3.16 No noxious or offensive activity shall be undertaken within the Addition, which is or may become an annoyance or nuisance to the neighborhood. Nothing herein shall prohibit an Owner's use of a residence for quiet, inoffensive activities so long as such activities do not materially interfere with adjoining or nearby Owner's use and enjoyment of their residence and yards.

Section 3.17 No exterior spotlight shall be permitted which creates a nuisance for adjacent Owners.

Section 3.18 No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the public right-of-way lines and a line connecting them at points ten (10) feet from the intersection of the public right-of-way lines, or, in the case of rounded property corner, from the intersection of the public right-of-way lines are extended. The same sight-lines limitations shall apply on any Lot within ten (10) feet from the intersection of a public right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

Section 3.19 Except for children's playhouse, dog houses, greenhouses and gazebos, no building previously constructed elsewhere shall be moved onto any Lot, except for buildings for storage of lawn maintenance equipment which shall be built of materials and be architectural character compatible with the design of the original building, it being the intention that only new construction be placed and erected thereon. All such improvements and their locations on a Lot require Committee approval. Any addition, exterior alteration, or change to an existing building shall be compatible with the design character of the original building and my new detached structure shall be compatible with the parent structure, as approved by the Committee.

Section 3.20 No structures, plantings or materials shall be placed or permitted to remain on any Lot which may damage or interfere with the installation and maintenance of utilities which may change the direction of flow within drainage channels or swales or which may obstruct or retard the flow of water through drainage channels, swales, or easements.

Section 3.21 Unless otherwise approved by the Committee, or permitted by law, no sign of any kind shall be displayed to the public view on any Lot except one (1) professional sign of more than five (5) square feet advertising the property for sale or (1) school spirit sign. Declarant and its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing requirements and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. All signs are subject to the approval of the Committee and may be required by the Committee to be removed, if, in the sole judgment of the Committee, same are found to be inconsistent with the high standard of the Addition.

Section 3.22 The drying of clothes in a location visible from any public right-of-way is prohibited. The Owners and occupants of any Lots at the intersections of streets or adjacent to parks, playgrounds, common open space, school grounds, or other facilities where the rear yard is visible to public view shall construct a suitable enclosure to screen from public view the equipment which is incident to normal residences, such as clothes drying equipment, yard equipment and storage piles.

Section 3.23 Except within fireplaces in the main residential dwelling and except for outdoor cooking, no outdoor burning of anything shall be permitted anywhere within the Addition without approval of the Committee.

Section 3.24 No carport shall be permitted on a Lot. No porte cochere shall be permitted on a Lot without the approval of the Committee.

Section 3.25 No abandoned, derelict or inoperative vehicles may be stored or located on any Lot unless approved by the Committee and stored in the garage at all times with garage door closed.

Section 3.26 No retaining walls visible from any public right-of-way or easement shall be permitted without the prior written approval of the Committee. Under no circumstances shall wooden retaining walls be permitted without the approval of the Committee. Materials used in retaining walls must be complementary to materials used in construction of the residence on the Lots, as determined by the Committee. All aspects of retaining walls must receive Committee approval.

Section 3.27 Yard art, Fountains or other yard features. All yard art, fountains, bird baths and any other yard feature in the front yard of a home in Westmont require approval of the ACC before installation. Only those that match the exterior of the home or are neutral in color will be considered for approval. Fountains will only be approved for homes with a court yard. Bird baths are prohibited in the front yard.

Article 4
Property Owner and/or Tenant Responsibilities

Section 4.1 Garage Doors Garage doors shall be closed all the times except to allow the entry and exit of vehicles and persons and except when cleaning of or storing in the garage is occurring. All driveways and driveway aprons or parking aprons must be kept free of any storage of vehicles or other material and must be kept clean of any dirt, debris, or stain. For purposes of this Section, “storage” shall mean the parking or placing of any object or material for more than one day.

Section 4.2 Antennas All antennas shall be located inside the attic of the main residential structure or otherwise in locations approved by the Committee.

Section 4.3 Children’s playground equipment Children’s play equipment such as sandboxes, temporary swimming pool having a depth of less than 24 inches, playhouses and tents shall not require approval of the Committee provided that such equipment is not more than six (6) feet high, in good repair (including painting), and every reasonable effort has been made to screen or shield such equipment from view. Equipment more than six (6) feet shall require approval as to design, location, color, material, and use.

Section 4.4 Pets It is the pet Owner’s responsibility to keep the Lot clean and free of pet debris and to conform to all city ordinances and regulations affecting animals within the city. All animals must be properly tagged for identification.

Section 4.5 Landscaping Maintenance Lot Owners shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition.

Section 4.6 Lot Maintenance The Owner and occupant of each Lot shall cultivate an attractive ground cover or grass on all yards visible from the street, shall maintain the yards (including rights-of-way contiguous with the Lot) in a sanitary and attractive manner and shall edge the street curbs that run along the property line and all driveways and sidewalks on the Lot. Grass, weeds and vegetation on each Lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any location which is visible from a public right-of-way. No Lot Owner on which a house is under construction or complete shall permit weeds or grass to grow to a height of greater than four inches (4”) upon the Lot without Committee approval. No foundation planting, shrub or other vegetation near the house shall be allowed to grow above the bottom of any window. If, after ten (10) days’ prior written notice, an Owner of a Lot shall fail to:

- A) Control weeds, grass and/or other unsightly growth;
 - B) Remove trash, rubble, building and constructions debris;
 - C) Exercise reasonable care and to prevent or remedy and unclean, untidy or unsightly condition;
- or

D) Otherwise satisfy the aforesaid maintenance requirements, then the Declarant, the Committee and the Association each shall have the authority and right, but not the obligation, to go onto the subject Lot for the purpose of mowing and/or cleaning said Lot or to otherwise effect the aforesaid maintenance requirements and shall have the authority and right to asses and collect

from the Owner of said Lot the amount so expended by any of them in connection with mowing, cleaning or otherwise maintaining said Lot on each respective occasion of such mowing, cleaning or maintenance. In the event an Owner of a Lot does not pay such an assessment within fifteen (15) days after the date of the invoice for such assessment, such Owner shall also be obligated to pay whichever of the Declarant, the Committee or the Association that has performed the aforesaid maintenance, interest thereon from said date until paid at the lesser of the maximum rate permitted by applicable law or eighteen percent (18%) per annum and the costs of collection thereof.

Section 4.7 Maintenance of Improvements Each Lot Owner shall maintain the exterior of all buildings, fences, walls and other improvements on his Lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the deterioration of roofs, rain gutters, downspouts, exterior walls, window, doors, walks, driveways, or other exterior portions of the improvements.

Article 5 **Intentionally Deleted**

Article 6 **Architectural Control**

Section 6.1 Appointment

Declarant may designate and appoint an **Architectural Control Committee (herein call the "Committee")** composed of three (3) or more individuals, each generally familiar with residential and community development design matters and knowledgeable about Declarant's concern for a high level of taste, design, materials, construction, and landscaping and standards within the Addition. In exercising its authority herein, the Committee shall use its reasonable best efforts to ensure a high level of taste, design, quality, harmony and conformity throughout the addition consistent with the Declaration. After such time as Declarant is no longer in control, the Architectural Control Committee members shall be appointed by the Board Members. There shall be a minimum of three (3) Committee members. Board Members may also serve as Committee members.

Section 6.2 Successors

In the event of the death, resignation or removal by Declarant of any member of the Committee, Declarant may appoint a successor member. Declarant shall have full authority to designate and appoint a successor. No member of the Committee shall be entitled to compensation for, or be liable for claims, cause of action or damages arising out of, services performed, or not performed, pursuant to this Declaration.

Section 6.3 Approvals

The Committee is authorized and empowered, but not obligated, to consider, review and approve any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, adversely or positively affect the living enjoyment of one or more Lot Owners or the

general value of Lots in the Addition and, pursuant thereto, the Committee may require the submission of plans and specifications therefore prior to the commencement, or during the process, of such construction or landscaping. In considering the harmony of external design between existing structures and the proposed building being erected, placed, altered, the Committee shall consider the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans.

Activities that Require Architectural Control Committee Approval
Prior to Commencement

(A) Installation of temporary structures such as children's playhouses, dog houses, greenhouses and gazebos, which may be placed on a Lot only in places which are not visible from any public right-of-way, and except for buildings for storage of lawn maintenance equipment which shall be built of materials and be of architectural character, compatible with the design of the original building.

(B) Any changes or additions to the
Structure (which includes stone, brick, trim etc)

Roof

Gutters

Doors, garage doors and windows

Fencing and or walls

Exterior painting

Landscaping

Tree removal

Exterior lighting

Lot grading

Sidewalks

Driveways

Porches

Sculpture

Outdoor art

Outdoor recreation equipment or

Other improvements not listed,

Shall not be commenced, created, placed, maintained or altered on any Lot, until all construction and landscaping plans and specifications and a plat plan have been submitted to and approved in writing by a majority of the members of the Committee.

The Committee may consider and decide upon:

- 1) Quality of workmanship, materials, adequacy of site dimensions, adequacy of structural design, proper facing of main elevation with respect to nearby streets;
- 2) Conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other Lots in the Addition;

3) The other standards set forth within the Declaration (and any amendments hereto) or matters in which the Committee has been vested with the authority to render in final interpretation and decision.

Section 6.4 Procedure for Approval

Final construction plans and specifications and landscaping plans and specifications shall be submitted to the Committee. The plans and specifications shall show the nature, kind, shape, height, color, materials and location of all structures, landscaping and improvements, and such other information as may be required by the Committee. The documents shall specify any requested variance from the setback lines, garage location or any other requirement set forth in the Declaration or any other dedicatory instrument. The Committee is authorized to require the submission of sampled or proposed construction materials.

At such time as the plans and specifications meet the approval of the Committee, work on the proposed project can begin. One complete set of plans and specifications will be retained by the Committee to insure construction complies with the approved plans. If disapproved by the Committee, a reasonable statement of the reasons for disapproval will be provided. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein, shall be writing. In no event shall any verbal approval of the Committee or of any member thereof be effective.

If the Committee fails to approve or disapprove such plans and specification thirty (30) days after the date of submission of all required plans and specifications and any samples of proposed construction materials required by the Committee, written approval of matters submitted shall not be required and compliance with this Article shall be deemed to have been completed as to matters submitted.

In case of a dispute about whether the Committee responded within such time period, the person submitting the plans, specification, and samples shall have the burden of establishing that the Committee actually received the plans. The Committee's receipt of the plans, specifications and samples may be established by a signed certified mail receipt or by other receipt signed by a Committee representative.

Section 6.5 Intentionally Deleted.

Section 6.6 Termination

The Committee shall cease to exist at such time as the Association is terminated.

Article 7
Assessments

Section 7.1 Assessments: Creation of Lien and Obligation. Each Owner of any Lot shall, by acceptance of the deed thereto, whether or not it shall be so expressed in each such deed or conveyance, be deemed to have covenanted and agreed to pay to the Declarant and/or Association (when it is created) the following:

1. Periodic assessments;
2. Special assessments, such as those for capital improvements or for special maintenance needs;
3. Individual special maintenance assessments levied against individual Owners for maintenance and repairs caused by [the willful and negligent] act(s) of the Owner or its contractors, subcontractors, supplies and employees and not caused by ordinary wear and tear;
4. Cleanup assessments (see Section 7.3)
5. Individual special assessment levied against individual Lot Owners for violations of this Declaration (See Section 7.4) and
6. Charges for the enforcement of the payment of assessment as set forth herein

Each of the above assessments, except as otherwise established and collected from time to time as provided by the dedicatory instruments of the Association. Each of the above assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on and a continuing lien against the Lots upon which each such assessment is made. Each such assessment, together with interest thereon and cost of collections thereof, including reasonable attorneys fees, shall also be personal obligations of the Owner of the Lot assessed at the time the assessment is made.

Section 7.2 Purpose of Assessment. The assessments levied by the Association shall be used for the purpose of enforcing the covenants, conditions and restrictions as set forth in the dedicatory instruments of the Association and of promoting the recreation, health, safety, enjoyment and welfare of the Owners in the use of the Common Areas, the Conservations Area, and the Common Area, and, in particular, for the improvement, landscaping, and maintenance of property and facilities devoted to this purpose and relating to the use and enjoyment of the Common Areas, the Conservations Area, and the Common Area, including, but not limited to, the payment of taxes and insurance thereon; repair and replacement and additions thereto; payment for services, including attorneys' and accountants' fees, labor; equipment, and materials, management and supervision necessary or incidental to such purposes as determined by the Board of Directors; expenses of collecting and accounting for assessments; expenses for preparing and filing tax returns, the preparation, printing and distribution of the roster of members; the encouragement of high standards of architecture, landscaping, tree planting and maintenance of the Lots within the Addition and of the Common Areas and the Common Area; providing for the payment or reimbursement of expenses and liabilities related to the indemnity of persons and parties as provided hereafter and as provided in the Association Documents, and otherwise as provided in the Bylaws of the Association. All periodic assessments described herein and special assessments described herein must be allocated against all Lots in proportion to the respective size of the Lots, rounded up to the nearest \$1.00 increment per payment period.

Section 7.3 Cleanup Assessment. At the commencement of any construction on any Lot, the Owner of such Lot shall begin to pay to the Declarant or, if formed, to the Association a monthly cleanup assessment as is established from time to time by the Declarant or, if formed, by the Association. The cleanup assessment shall be used to reimburse the Declarant and/or the Association for the cost of removing trash, debris, and garbage from and otherwise to mitigate any damage to the streets, Lots and the common areas within the Addition due to construction or related activity.

Section 7.4 Individual Special Assessment. In the event that any Owner violates any provision in this Declaration, such Owner shall be notified in writing by the Declarant or the Committee, or, if formed, the Association and shall be assessed \$10.00 per day that the violation exists, continuing up an until the day that such violation is cured, such amount being payable to the Declarant or, if formed, the Association. At its sole option and in its sole discretion, the Declarant or the Committee, or if formed, the Association may, upon receiving a written request, waive the individual Special Assessment set forth in Section 7.4

Section 7.5 Special Assessments: In addition to the periodic assessments authorized by above, the board of directors may levy in any year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, any unanticipated expense of the Association, including but not limited to attorney's fees, cost of litigation, court costs, expenses of mediation and arbitration, the cost of any construction or reconstruction, unexpected repair, or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto. In addition, special assessments may be assessed for the purpose of defraying, in whole or in part, the costs to enforce the payment of assessments and the costs of paying or reimbursing expenses and liabilities related to the indemnity of persons and parties as provided hereinafter and as provided in the dedicatory instruments, including, but not limited to, court costs and attorney fees.

Section 7.6 Intentionally Deleted.

Section 7.7 Subordination to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon a Lot subject to assessment; provided, however that such subordination shall apply only to the assessments which have become due and payable prior to sale or transfer of such Lot pursuant to a degree of foreclosure or other proceeding or conveyance in lieu of foreclosure. Such sale of transfer shall not release such Lot or its Owner from liability for any assessment thereafter coming due nor for lien or purchase of any such assessment.

Section 7.8 Remedies of Declarant and/or Association. If any assessment provided for herein or in the dedicatory instruments of the Association are not paid when due, then the amount of such assessment shall, together with interest thereon and cost of collection thereof as hereinafter provided, forthwith become a continuing lien on the Lot against which such assessment was made and shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain a personal obligation and shall not pass to any successors entitled unless expressly assume by them.

If any assessment is not paid within fifteen (15) days after its due date, the assessment shall be increased by a late charge of \$50 and shall bear interest from the date of delinquency at the rate of 10% per annum, and the Declarant or, when formed, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot against which such assessment is made and there shall be added to the amount of such assessment the cost of preparing and filling the petition in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided

and reasonable attorneys fees to be fixed by the court, together with the cost of action. No Owner may waive or otherwise escape liability for the assessments provided for herein or in the dedicatory instruments of the Association by non usage of any part of the Addition, Common Areas or abandonment of the Lot.

Article 8

General Provisions

Section 8.1 Recorded Plat and other Recorded Instruments. All dedications, limitations, restrictions and reservations shown on the Plat and any other matters of record are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant, conveying Lots in the Addition, whether specifically referred to therein or not.

Section 8.2 Mortgages. It is expressly provided that the breach of any of the foregoing covenants, conditions and restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said covenants, conditions and restrictions shall be binding thereto as to Lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquisition of title.

Section 8.3 Term. The foregoing covenants and restrictions shall run with and bind the land and shall remain in full force and effect for a term of thirty (30) years after this Declaration is recorded. They shall be automatically extended for successive periods of ten (10) years, as amended from time to time as provided herein or as allowed by applicable law.

Section 8.4 Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction; each of which shall remain in full force and effect.

Section 8.5 Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Addition (and Additional Phases, if any, as described in Section 8.12 hereof). It being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the Owner of any land except land in the Addition (and Additional Phases, if any) and the same shall inure to the benefit of Owners land in the Addition (and Additional Phases, if any) and Declarant, its successors and assigns. This instrument, when executed, shall be filed of record in the deed records of the County so that each and every Owner or purchaser of any portion of the Addition (and Additional Phases, if any) is on notice of the conditions, covenants, restrictions and agreement herein contained.

Section 8.6 Enforcement. Declarant, the Committee, the Association and/or the Owner of any Lot in the Addition (and Additional Phases, if any) shall have the easement and right to have each and all of the foregoing restrictions, conditions and covenants herein faithfully carried out and performed with reference to each and every Lot in the Addition (and Additional Phases, if

any), together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each Lot in the Addition (and Additional Phases, if any), without reference to whom it was sold, the right and easement to have such restrictions, conditions and covenants strictly complied with, such right to exist with the Owner of each Lot and to apply to other Lots in the Addition (and Additional Phases, if any) whether owned by the undersigned, its successors and assigns, or others. Failure by any Lot Owner, including Declarant, the Committee, or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.7 Definition of "Owner". As used herein, the term "Owner" shall refer to record Owner, whether one or more persons or entities (including contract sellers), of the fee simple title to a Lot on which there is or will be built a single-family residence, but not including those having interest merely as security for the performance of an obligation.

Section 8.8 Other Authorities. If other authorities, such as the City or County, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 8.9 Addresses. Any notices or correspondence to any Owner of a Lot shall be addressed to the street address of the Lot in the event the house on the Lot has been conveyed to a homeowner, or to the street address shown on the Lot sale contract between Declarant and the homebuilder in the event the house on the Lot has been conveyed to a homebuyer. Any notices or correspondence to the Declarant or to the Committee shall be addressed to the address shown opposite the signature of Declarant below or such other address as is specified by the Declarant or the Committee pursuant to an Instrument recorded in the deed records of the county. Any notices or correspondence to the Association shall be addressed to the address specified in the Association documents.

Section 8.10 Intentionally Deleted.

Section 8.11 Intentionally Deleted.

Section 8.12 Amendment

No amendment or revision as to the Conservation Area shall be valid or effective without the joinder of the USACE; and further provided that no amendment or revision shall adversely affect the intended extent, condition, or function of the Conservation Area.

The dedicatory instruments of the Association may be amended by fifty-one percent (51%) of the Owners of Lots (with one vote to be cast for each Lot owned).

ARTICLE 9
ARBITRATION

Upon written request of the Declarant or any Member or the Board of Directors, any controversy or claim between or among such parties including but not limited to those arising out of or relating to the Declaration and/or any claim based on or arising from an alleged tort, shall be determined by binding arbitration in accordance with the Federal Arbitration Act (or if not applicable, the applicable state law), the Commercial Arbitration Rules of the American Arbitration Association, and the guidelines set forth in this Article 9 unless all parties to the dispute) in their respective sole discretion, agree in writing to mediate the dispute prior to submitting to binding arbitration. In the event of any inconsistency, these guidelines shall control. Judgment upon any arbitration award maybe entered in any court having jurisdiction. Any Member, the Declarant or a member of the Board of Directors may bring an. action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this Article 9 applies in any court having jurisdiction over such action. No discovery shall be permitted to any party in such arbitration proceeding. No award for punitive damages or for the recovery of attorneys' fees shall be available in such arbitration proceeding, except that in the case of collection of past due assessments, the Association may recover the costs of collection, including attorneys' fees. The party that requests arbitration has the burden to initiate the arbitration proceedings pursuant to and by complying with the Commercial Arbitration Rules of the American Arbitration Association and, except as otherwise provided herein, shall pay all associated administrative and filing fees. The arbitration shall be conducted in the City of Colleyville, Tarrant County, Texas and administered by the American Arbitration Association. All arbitration hearings will be commenced within sixty (60) days of the written request for arbitration, and if the arbitration hearing is not commenced within the sixty (60) days, the party that requested arbitration shall have waived its election to arbitrate. Nothing in this Article 9 shall be deemed to (i) limit the applicability of any otherwise applicable statutes of limitation or repose and any waivers contained in this Declaration; or (ii) limit the right of Declarant or the Board of Directors hereto (A) to exercise self-help remedies or (B) to foreclose against any real or personal property collateral in accordance with applicable law and the Declaration, or (C) to obtain from a court provisional or ancillary remedies such as (but not limited to) injunctive relief or the appointment of a receiver in accordance with applicable law. "The Declarant and/or the Board of Directors may exercise such self-help remedies, foreclose upon such property, or obtain such provisional or ancillary remedies before, during or after the pendency of any arbitration proceeding brought pursuant to this Article 9. Neither this exercise of self-help remedies nor the institution or maintenance of any action for foreclosure or provisional or ancillary remedies shall constitute a waiver of the right of any party, including the claimant in any such action, to arbitrate the merits of the controversy or claim occasioning resort to such remedies.

ARTICLE 10
INDEMNIFICATION

Indemnification: As may be further provided for and conditioned, the Association shall indemnify any member, director, or officer, or former member, director, or officer, of the Association or member or former member of the Committee, against expenses actually and necessarily incurred and any amount paid in satisfaction of judgments in connection with any

action, suit or proceeding, arising out of or in connection with the conduct of, or participation in, the business or affairs of the Association or the Committee by such member, director, or officer or the performance of such member, director, or officer of his or her duties on behalf of the Association or the Committee, whether civil or criminal in nature, in which said member, director, officer, or agent is made a party by reason of being or having been such a member, director, or officer (whether or not a member, director, or officer at the time such costs or expenses are incurred by or imposed upon him). Also as may be further provided for and conditioned, the Association shall pay or cause to be paid to any member, director, or officer the reasonable costs of settlement of such action, suit or proceeding. Such right of indemnification shall not be deemed exclusive of any rights to which such member, director, or officer may be entitled by law or under any applicable agreement, or otherwise.

NOW THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the HOA does hereby amend the **Declaration of Covenants, Conditions & Restrictions for Westmont** as stated above.

All other provisions of said Declaration of Covenants, Conditions & Restrictions for Westmont not amended herein remain in full force and effect.

Executed this 18th day of April, 2016

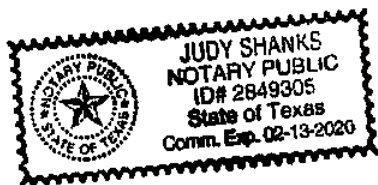
WESTMONT MAINTENANCE ASSOCIATION, INC.

By: [Signature]
Name: Susan Ross
Title: Auth. Agent

**STATE OF TEXAS
COUNTY OF TARRANT**

BEFORE ME, the undersigned authority, on this day personally appeared Susan Ross, the Auth. Agent of **WESTMONT MAINTENANCE ASSOCIATION, INC.**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposed and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 18th day of April, 2016.

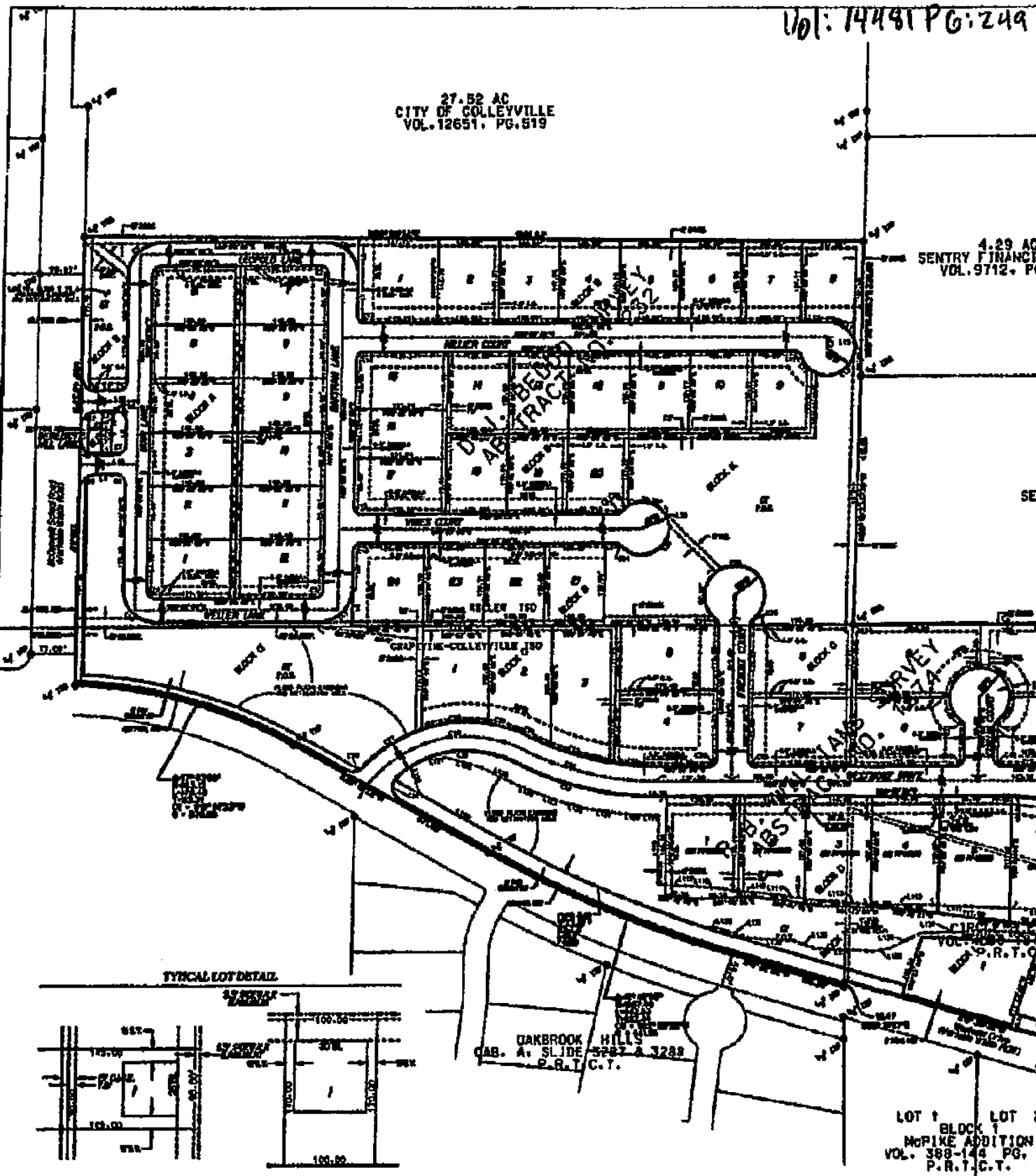


[Signature]
Notary Public of Texas

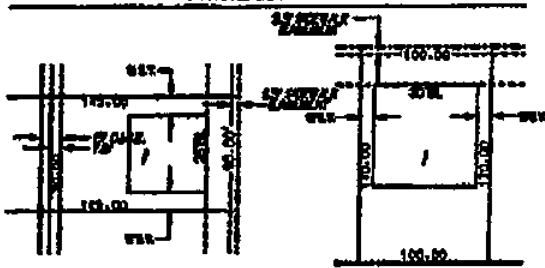
After Recording, Return To:
Foster & East
9001 Airport Freeway, Ste 675
North Richland Hills, TX 76180

27.52 AC
CITY OF COLLEYVILLE
VOL. 12651, PG. 519

4.29 AC
SENTRY FINANCIAL
VOL. 9712, PG.



TYPICAL LOT DETAIL



OAKBROOK HILLS
DAB. A. SLIDE 5282 & 3288
P.R.T.C.T.

LOT 1 BLOCK 1
McPIKE ADDITION
VOL. 389-144 PG.
P.R.T.C.T.

THE PLATS HAVE BEEN FILED WITH THE TARRANT COUNTY RECORDS OFFICE:

OWNER
RECORD
DATE

APPROVED BY THE PLANNING AND ZONING COMMISSION
AND THE CITY COUNCIL OF COLLEYVILLE, TEXAS.

John Hart
PLANNING AND ZONING COMMISSION

John Hart
CITY CLERK

Wanda King
CITY CLERK

John Hart
CITY CLERK

CH 14491

LEGEND

-----	BOUNDARY
-----	ROAD
-----	CRUI
-----	LOT
-----	SECT
-----	BLK
-----	TRACT
-----	ADJACENT
-----	PLAT
-----	STAKE

D200185189 App 791

STATE OF TEXAS
COUNTY OF TARRANT

WESTMONT Limited Partnership, Guy L. Bennett and Gladys L. Bennett are the sole owners of a 53.1687 acre tract or parcel of land situated in the City of Colleyville, Tarrant County, Texas, and the E.V. Williams Survey, Abstract No. 1974, City of Colleyville, Tarrant County, Texas, being more particularly described by name and number as follows:

SECTION 1 of a 64 acre tract in the west 1/4 of the aforementioned 53.5 acre tract for the southeast corner of Lot 1, Block 1 of WESTMONT ADDITION, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat thereof recorded in Volume 300-123 Page 91 of the Plat Records of Tarrant County, Texas.

TRACT with the east 1/2 of said Lot 1, Block 1 of WESTMONT ADDITION, North 02°11'17" East, a distance of 206.37 feet to a 1/4 inch iron pipe in the center of a right-of-way line of John McCain Road for the northeast corner of the said 13.9 acre tract.

TRACT with the south right-of-way line of said John McCain Road and the north line of the 13.9 acre tract, the following courses and distances to wit:
North 87°02'12" East, a distance of 206.37 feet to a 1/4 inch iron rod found for corner;
South 87°02'12" East, a distance of 180.50 feet to a 1/4 inch iron rod found for corner in the called west right-of-way line of Westmont Road.

TRACT with the west right-of-way line of said Westmont Road and the east line of the 13.9 acre tract, the following courses and distances to wit:
North 87°02'12" East, a distance of 206.37 feet to a 1/4 inch iron rod found for corner;
North 02°11'17" East, a distance of 13.45 feet to a 1/4 inch iron rod found for corner;
South 87°02'12" East, a distance of 206.37 feet to a 1/4 inch iron rod found for corner;
North 02°11'17" East, a distance of 13.45 feet to a 1/4 inch iron rod found for corner;
EASTWENT, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat thereof recorded in Volume 300-123, Page 91 of the Plat Records of Tarrant County, Texas.

TRACT with the north line of said Westmont Road, North 02°11'17" East, a distance of 13.45 feet to a 1/4 inch iron rod and with a 1/4 inch iron pipe and a 1/4 inch iron rod found for the northeast corner of the said right-of-way line of Westmont Road, according to the plat thereof recorded in Volume 300-123, Page 91 of the Plat Records of Tarrant County, Texas, being more particularly described by name and number as follows:

TRACT with the east right-of-way line of said Westmont Road, South 10°30'30" East, a distance of 314.50 feet to a 1/4 inch iron rod found for corner.

TRACT with the west right-of-way line of said Westmont Road, South 10°30'30" East, a distance of 100.20 feet to a 1/4 inch iron rod found for corner.

TRACT with the east right-of-way line of said Westmont Road, South 10°30'30" East, a distance of 99.50 feet to a 1/4 inch iron rod found for the southeast corner of Lot 1, Block 1 of CIRCLE B ESTATES.

TRACT with the north line of said CIRCLE B ESTATES, South 02°11'17" East, a distance of 13.45 feet to a 1/4 inch iron rod found for corner in the west right-of-way line of said Westmont Road.

TRACT with the west line of said Westmont Road, the following courses and distances to wit:
North 87°02'12" East, a distance of 13.45 feet to a 1/4 inch iron rod found for the beginning of a curved survey to the right, having a central angle of 170°00'00", a radius 1007.00 feet and a chord bearing and distance of South 22°00'12" West, 413.12 feet;
Southwesterly, with the said curve, an arc distance of 447.30 feet to a 1/4 inch iron rod found for corner;
South 87°02'12" East, a distance of 271.25 feet to a 1/4 inch iron rod found for the beginning of a second curve to the left, having a central angle of 27°00'00", a radius 913.12 feet and a chord bearing and distance of South 12°45'00" West, 375.10 feet;
Southwesterly, with the said curve, an arc distance of 270.00 feet to a 1/4 inch iron rod found for corner in the called north right-of-way line of Westmont Road for the southeast corner of the 20.22 acre tract.

TRACT with the north right-of-way line of said Westmont Road and the north line of the 20.22 acre tract, North 02°11'17" East, a distance of 206.37 feet to a 1/4 inch iron rod found for the southeast corner of the 27.127 acre tract of land described in and to the City of Colleyville, Texas, recorded in Volume 13261, Page 0113 of the Plat Records of Tarrant County, Texas, and the southeast corner of the 20.22 acre tract.

TRACT with the east line of said 27.127 acre tract and the east line of the 13.92 acre tract, North 02°11'17" East, a distance of 120.00 feet to a 1/4 inch iron rod found for the northeast corner of the 27.127 acre tract and the southwest corner of the 13.92 acre tract.

TRACT with the north line of the 13.92 acre tract, South 02°11'17" East, a distance of 271.25 feet to a 1/4 inch iron rod found for the southeast corner of the 27.127 acre tract, reserved the 1/4 acre tract of the 27.127 acre tract of land described in and to the City of Colleyville, Texas, and the southeast corner of the 13.92 acre tract of land described in and to the City of Colleyville, Texas, recorded in Volume 13261, Page 0113 of the Plat Records of Tarrant County, Texas.

TRACT with the north line of the said 13.92 acre tract and the north line of the 20.22 acre tract, North 02°11'17" East, a distance of 13.45 feet to a 1/4 inch iron rod found for the southeast corner of the 20.22 acre tract.

TRACT with the west line of the said 13.92 acre tract and the west line of the 20.22 acre tract, North 02°11'17" East, a distance of 271.25 feet to the POINT OF BEGINNING and containing 22.1002 acres of land.

Survey Lines based on the magnetic declination along the east right-of-way line of Westmont Drive for the plot of CIRCLE B ESTATES, recorded in Abstract 2, Volume 3263 and 3265 of the Plat Records of Tarrant County, Texas.

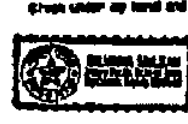
SURVEYOR'S CERTIFICATE

WE, THEREFORE, BEING ALL ONE OF THESE PRESENTS
D. J. REDDO, a Registered Professional Land Surveyor, do hereby certify that I prepared this plat and the accompanying plat and map were prepared in accordance with the laws of the State of Texas and the rules and regulations of the State Board of Professional Land Surveyors, and that the same are true and correct in accordance with the laws of the State of Texas and the rules and regulations of the State Board of Professional Land Surveyors, and that the same are true and correct in accordance with the laws of the State of Texas and the rules and regulations of the State Board of Professional Land Surveyors.

D. J. Reddo
D. J. Reddo
Registered Professional Land Surveyor #4082
15211th Street, Suite 126
Dallas, Texas 75244 (214) 343-0777



STATE OF TEXAS
COUNTY OF TARRANT
BEFORE me, the undersigned, a Notary Public in and for Tarrant County, Texas, on this day personally appeared _____, known to me to be the person and holder of the foregoing instrument and acknowledging to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.



[Signature]
Notary Public, State of Texas
by commission expiration *[Date]*

WITNESSETH my hand and seal of office, this _____ day of _____, 2001.
[Signature]
Notary Public, State of Texas

NOTICE: This instrument, a Notary Public in and for Tarrant County, Texas, on this day personally prepared this plat and the accompanying plat and map were prepared in accordance with the laws of the State of Texas and the rules and regulations of the State Board of Professional Land Surveyors, and that the same are true and correct in accordance with the laws of the State of Texas and the rules and regulations of the State Board of Professional Land Surveyors.

WITNESSETH my hand and seal of office, this _____ day of _____, 2001.
[Signature]
Notary Public, State of Texas



Exhibit A Page Two

DEVELOPER/OWNER

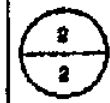
Greystone Limited Partnership
The David Bagwell Company, Inc., General Partner
2222 Douglas Avenue, Suite 700
Dallas, Texas 75225
(214) 348-7711



FINAL PLAT
OF
WESTMONT
AND A
REPLAT
OF
LOT 1, BLOCK 1
CIRCLE B
ESTATES

SITUATED IN THE
D. J. REDDO SURVEY
ABSTRACT NO. 232
AND THE
ROBERT WILLIAMS SURVEY
ABSTRACT NO. 1974

89 LOTS, 53.1687 ACRES

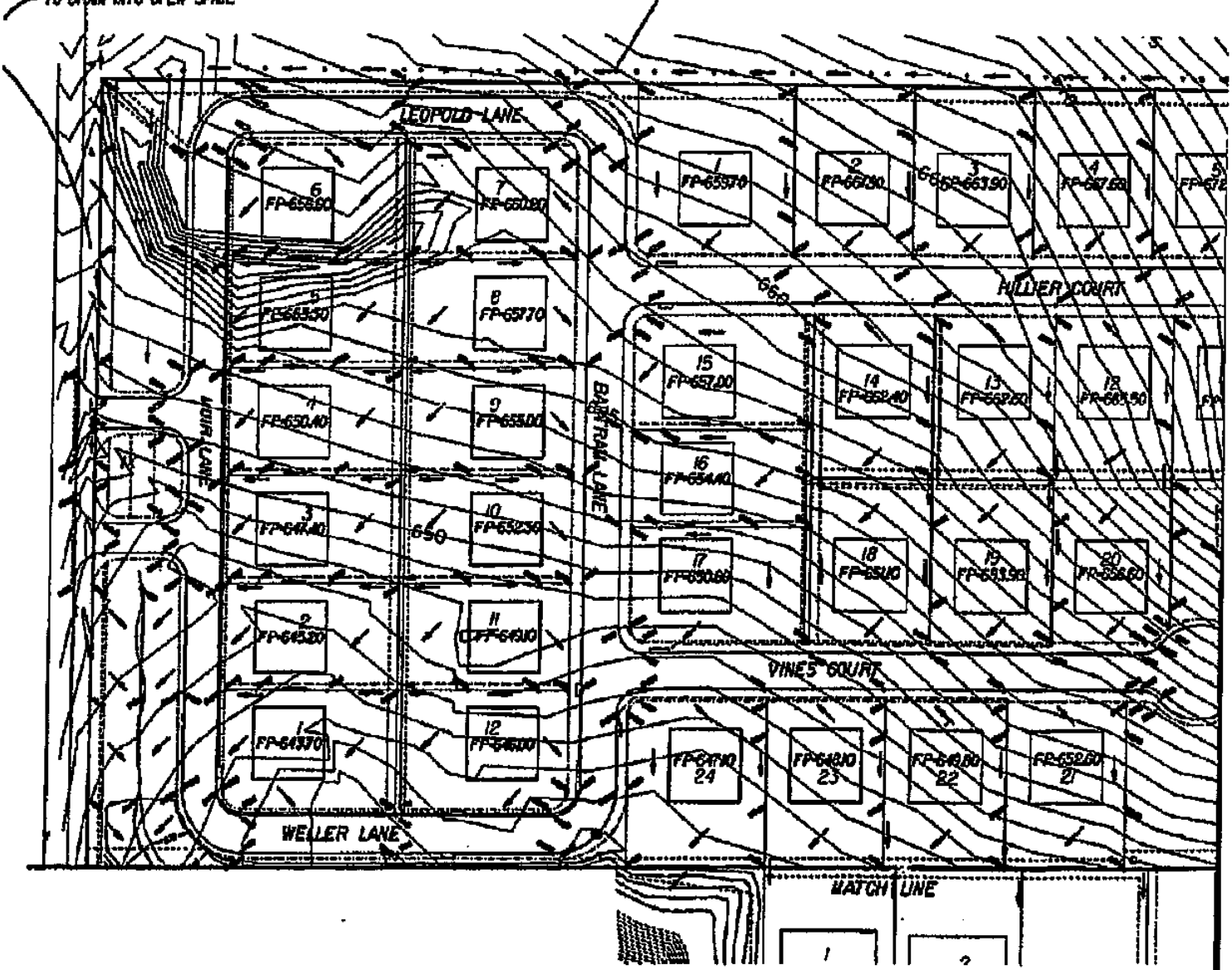


CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS

NOTARY PUBLIC
STATE OF TEXAS
[Signature]

REGRADE McDOWELL SCHOOL PARKWAY
TO DRAIN INTO OPEN SPACE

GRADE SWALE ALONG
PROF. LINE, SEE TYP.
SECTION SHEET 19



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24

DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 SCALE: _____
 DATE: _____
 FILE: _____

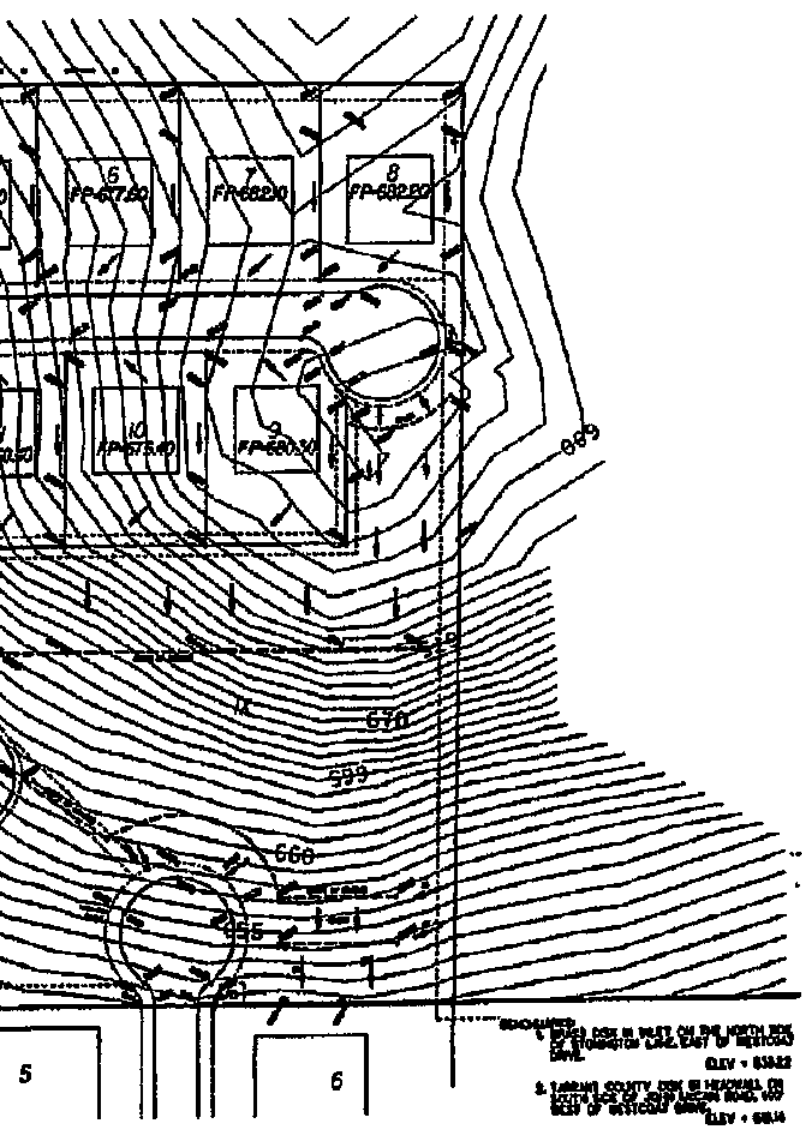


PBS&J ENGINEERING & ARCHITECTURE
 1300 MONTFORT DRIVE, SUITE 310
 DALLAS, TEXAS 75201
 (214) 874-7771
 FAX (214) 874-4114

14481
:249

D200185189
app# 792

Exhibit B
Page One



1. 10' WIDE DRAIN IN WEST ON THE NORTH SIDE OF STORMWATER CANAL EAST OF WESTCOAST CANAL ELEV. - 538.22

2. TURNING COUNTRY DRAIN IN MEADOW ON WEST SIDE OF STORMWATER CANAL AND WEST OF WESTCOAST CANAL ELEV. - 538.14

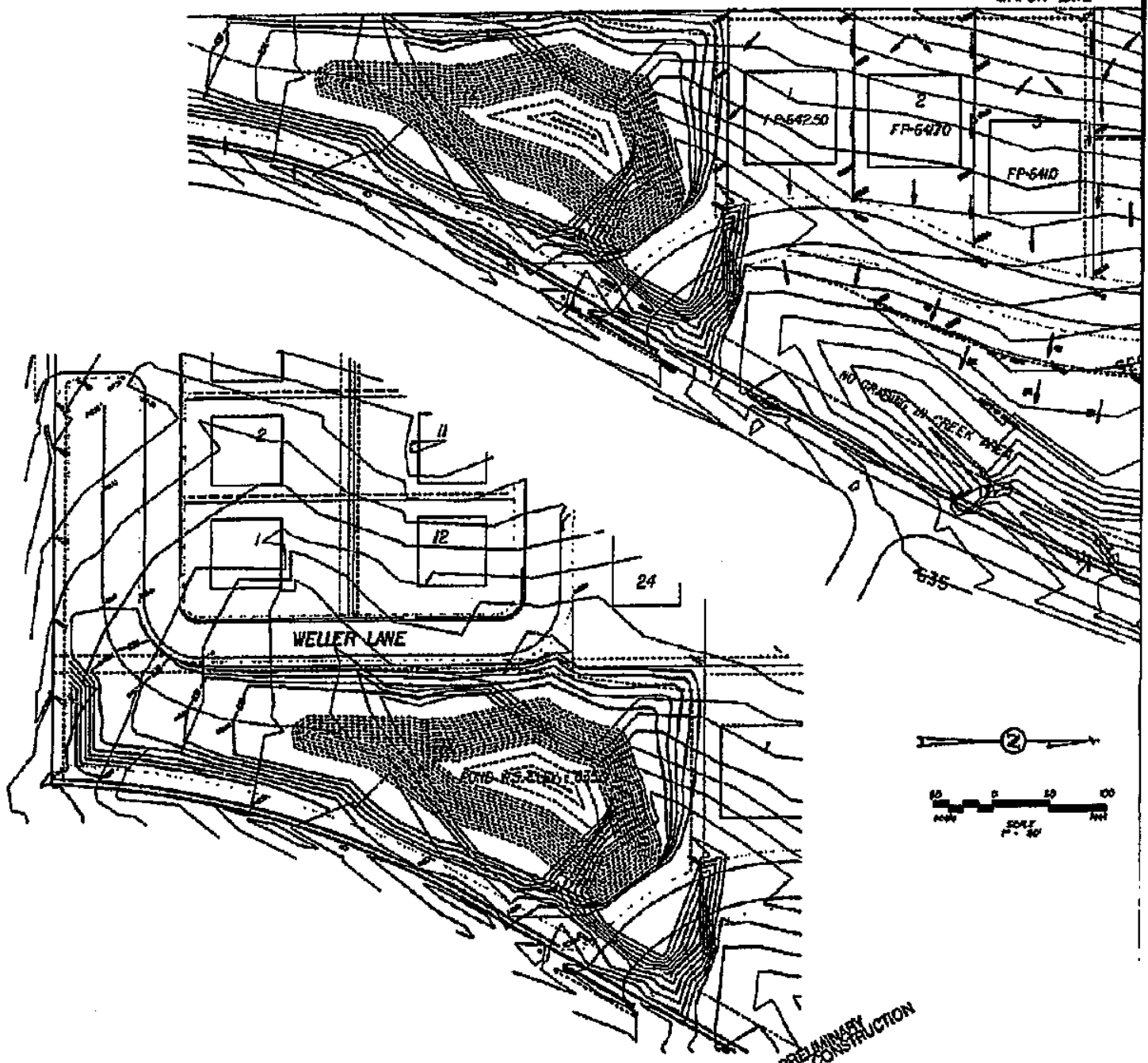


LOT GRADING PLAN

WESTMONT
CITY OF COLLEYVILLE TEXAS

SHEET NO.	14
OF	34 SHEETS
JOB NO.	19403

MATCH LINE



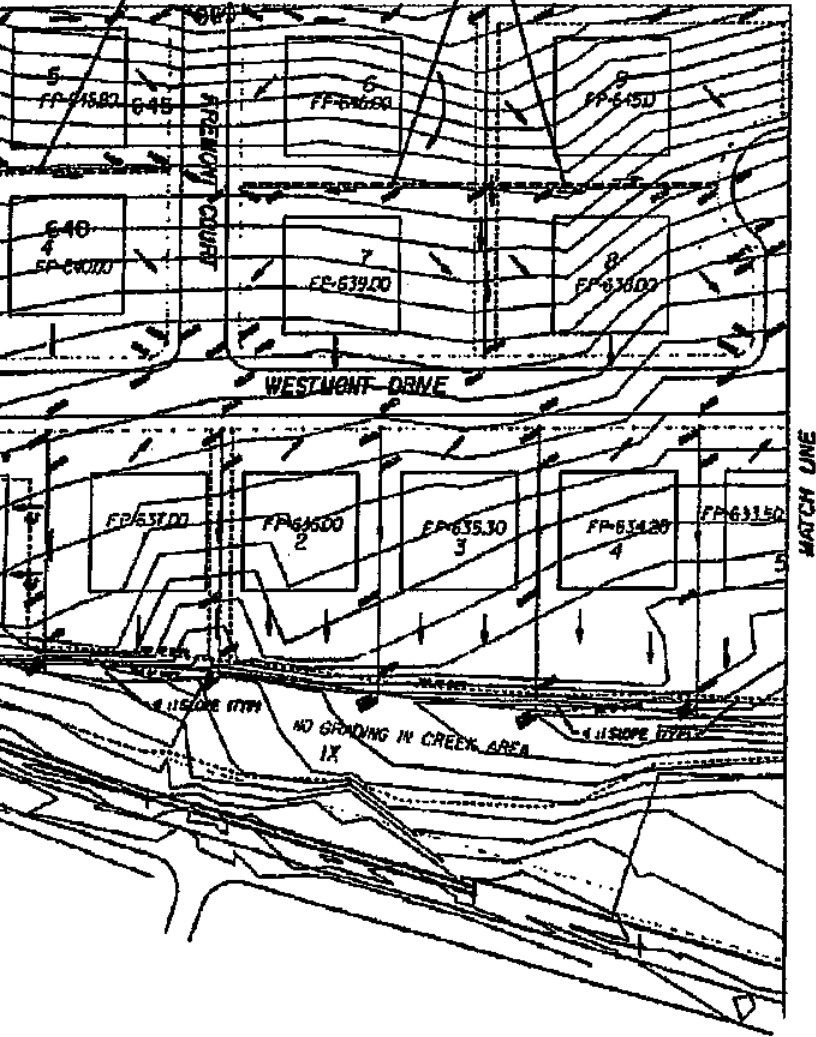
PRELIMINARY FOR CONSTRUCTION

Revised Plat Lot & Block C Revised Plat Revised Plat Sub H.C. 118 Revised Plat Atlas Address City Council Revised Subdivided Lots and Creek Channel Address City Council	2-B 2-B 2-B 2-B 2-B 2-B 2-B	8-1-50 8-1-50 8-1-50 8-1-50 8-1-50 7-2-50 8-1-50	DESIGNED BY: P.B. DRAWN BY: D.B. CHECKED BY: D.M.C. SCALE: 1" = 40' DATE: 4-2-59 FILE: 58-5827-228			11800 MONTEFORT DRIVE, SUITE 210 DALLAS, TEXAS 75248 (714) 343-8771 FAX (714) 387-9714
--	---	--	---	--	--	---

D500185189
app# 793

Exhibit B
Page Two

PROPOSED RET. WALL
BY BALDER ONLY IF LOT WILL
NOT GRADE PER PLAN OR
ACCEPTABLE YARD SLOPE
CANNOT BE MET.



RECORDING:
1- THIS CASE IS IN PART ON THE NORTH SIDE
OF WESTMONT DRIVE, EAST OF WESTMONT
DRIVE. ELEV - 634.20
2- TARRANT COUNTY USE IN WESTMONT ON
SOUTH SIDE OF WESTMONT DRIVE, WEST
OF WESTMONT DRIVE. ELEV - 634.10

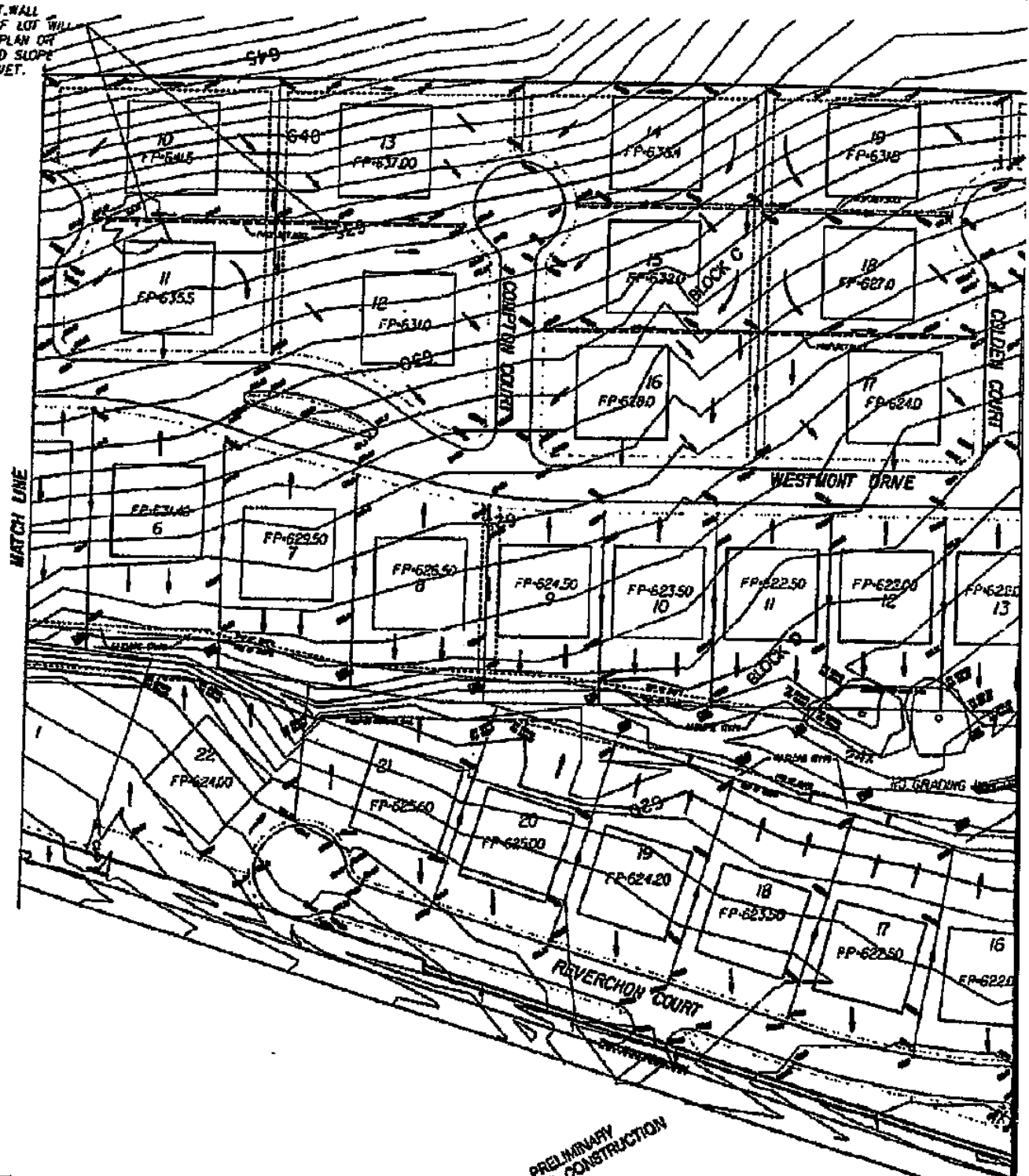


LOT GRADING PLAN

WESTMONT
CITY OF COLLEYVILLE, TEXAS

SHEET NO. 15
OF 34 SHEETS
JOB NO. 18403

PROPOSED RET. WALL
 BY BUILDER - ONLY IF LOT WILL
 NOT GRADE PER PLAN OR
 ACCEPTABLE YARD SLOPE
 CANNOT BE MET.



PRELIMINARY
 FOR CONSTRUCTION

DESIGNED BY	DB
DRAWN BY	DB/TNY
CHECKED BY	QMC
SCALE	P-1/2"
DATE	3-12-88
FILE	ME-053320



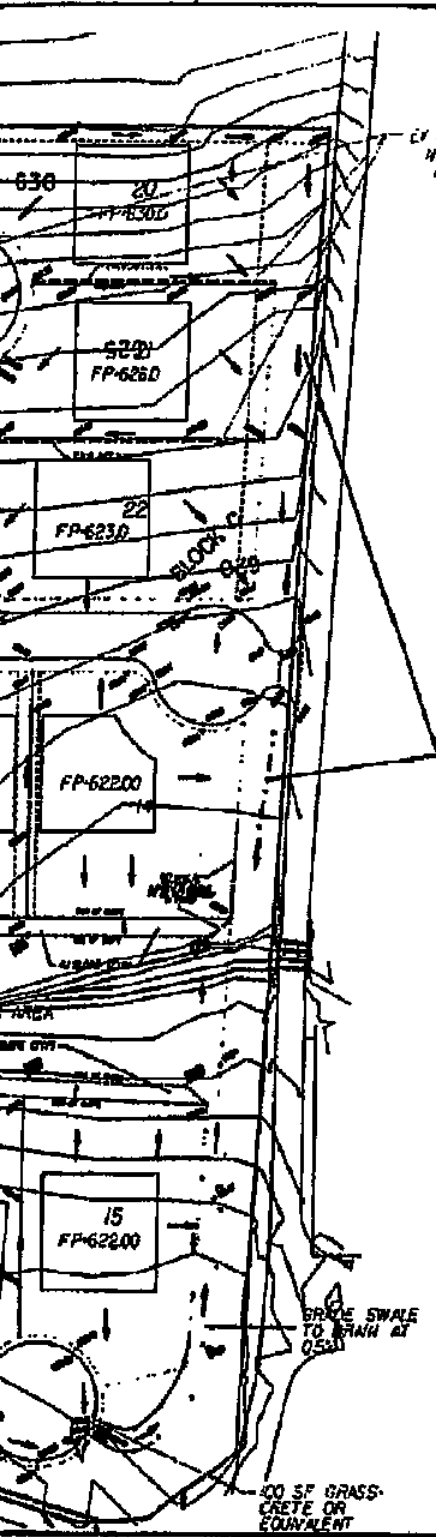
1300 MONTGOMERY DRIVE, SUITE 200
 DALLAS, TEXAS 75204
 (214) 897-0712
 FAX (214) 897-0711



Exhibit B
Page THREE

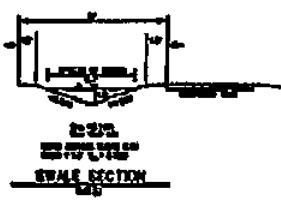
D000185189
APP# 794

PROPOSED RET. WALL
BY BUILDER - ONLY IF LOT WILL
NOT GRADE PER PLAN OR
ACCEPTABLE YARD SLOPE
CANNOT BE MET.



GRADE SWALE
TO DRAIN AT
150 %

NOTE: LOCATIONS OF TREES
SHOWN ARE APPROXIMATE.
BUILDER TO STAY OUTSIDE OF
TREE DRIP LINES.



GRADE SWALE
TO DRAIN AT
0.5%

400 SF GRASS-
CRETE OR
EQUIVALENT

- REMARKS:
- 1. GRADE SIDE IN WEST ON THE NORTH SIDE OF STONINGTON CREEK, EAST OF WESTWOOD DRIVE. ELEV - 654.87
 - 2. TARRANT COUNTY DSH ON ROADWAY ON WEST SIDE OF WESTWOOD ROAD, AND WEST OF WESTWOOD DRIVE. ELEV - 68.14

LOT GRADING PLAN

WESTMONT
CITY OF COLLEYVILLE, TEXAS

SHEET NO.	15
OF	34 SHEETS
JOB NO.	10403



LEOPOLD LANE

BLOCK A

6

5

4

12' D.M.U.E.

MUIR LANE

244.76

N90° 00' 00" E

C1

IX

BLOCK E

75' E.E.

35'

235.78

S89° 48' 23" E

C2

POB

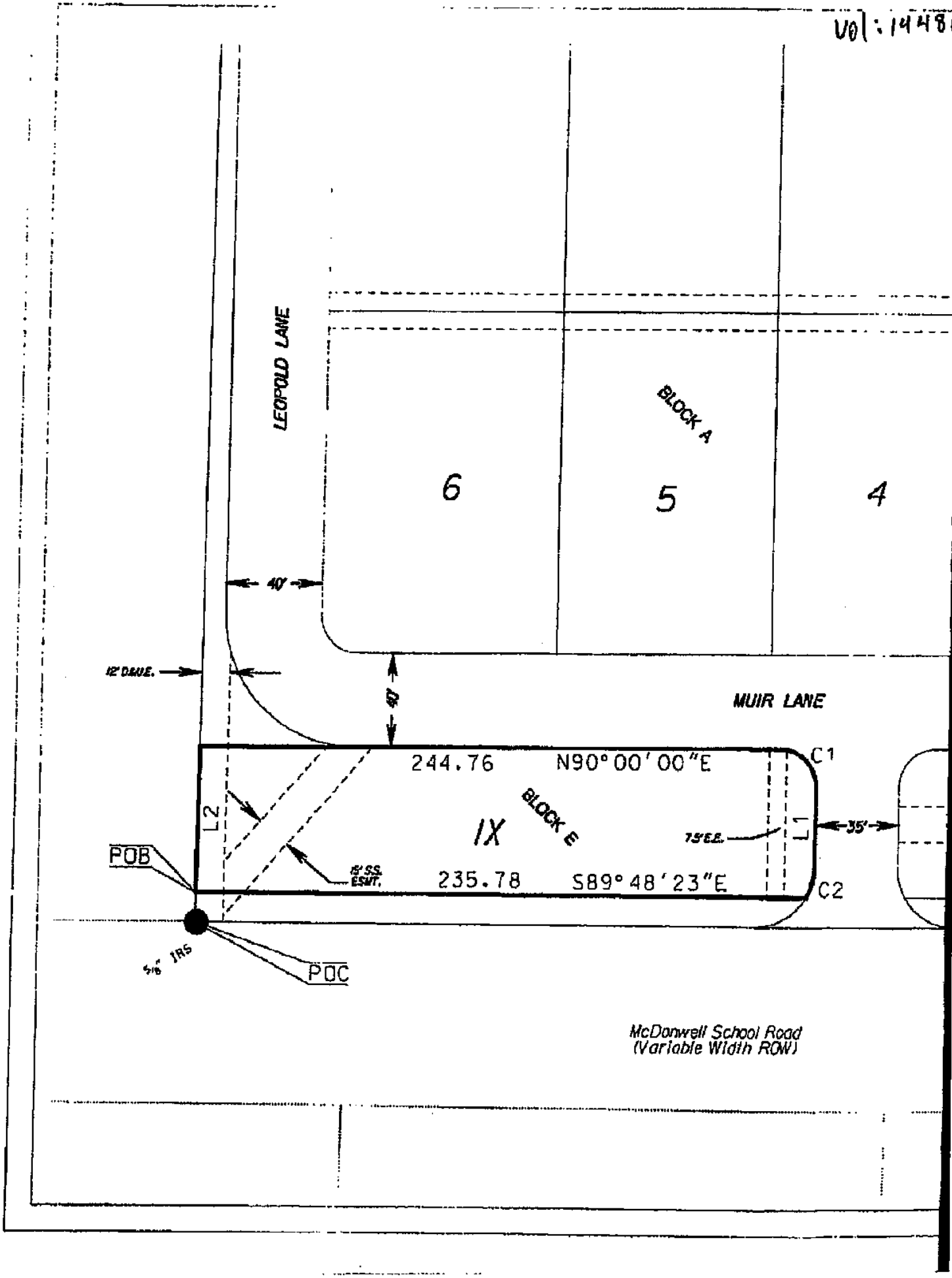
L2

2' 55" ESWT.

5/8" IRS

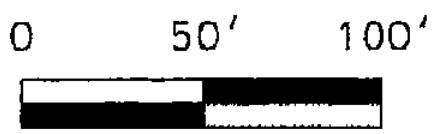
POC

McDonwell School Road
(Variable Width ROW)



PB: 249

D200185189
APP# 795



SCALE 1" = 50'

N

COMMENCING at a 3/4" Iron rod found for the southwest corner of WESTMONT, an addition to the City of Colleyville, Texas!

THENCE North 00°28'34" East a distance of 12.50 feet to the POINT OF BEGINNING!

THENCE North 00°28'34" East a distance of 61.09 feet to a point!

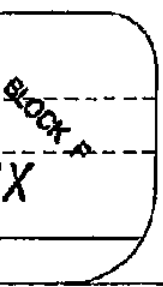
THENCE North 90°00'00" East a distance of 241.76 feet to the beginning of a tangent curve to the right, having a central angle of 90°00'00", a radius of 15.50 feet and a chord bearing and distance of South 45°00'00" East, 21.92 feet!

3

THENCE along said curve on arc distances of 24.35 feet to a point!

THENCE South 00°00'00" West a distance of 33.89 feet to the beginning of a tangent curve to the right, having a central angle of 30°11'36", a radius of 25.00 feet and a chord bearing and distance of South 15°05'38" West, 13.02 feet!

THENCE South 89°48'23" East a distance of 235.78 feet to the POINT OF BEGINNING containing 15,954 square feet of land more or less.



BENEDICT HILL LANE

CURVE DATA 1
 d=90° 00' 00"
 R=15.50
 L=24.35
 T=15.50

CURVE DATA 2
 d=30° 11' 36"
 R=25.00
 L=13.17
 T=6.74

L1	33.89	S00° 00' 00" W
L2	61.09	N00° 28' 34" E

Exhibit C
Page One

DEVELOPER/OWNER
 Goodson Limited Partnership
 The David Goodson Company, Inc., General Partner
 2222 Douglas Avenue, Suite 700
 Dallas, Texas 75225
 (214) 344-7712

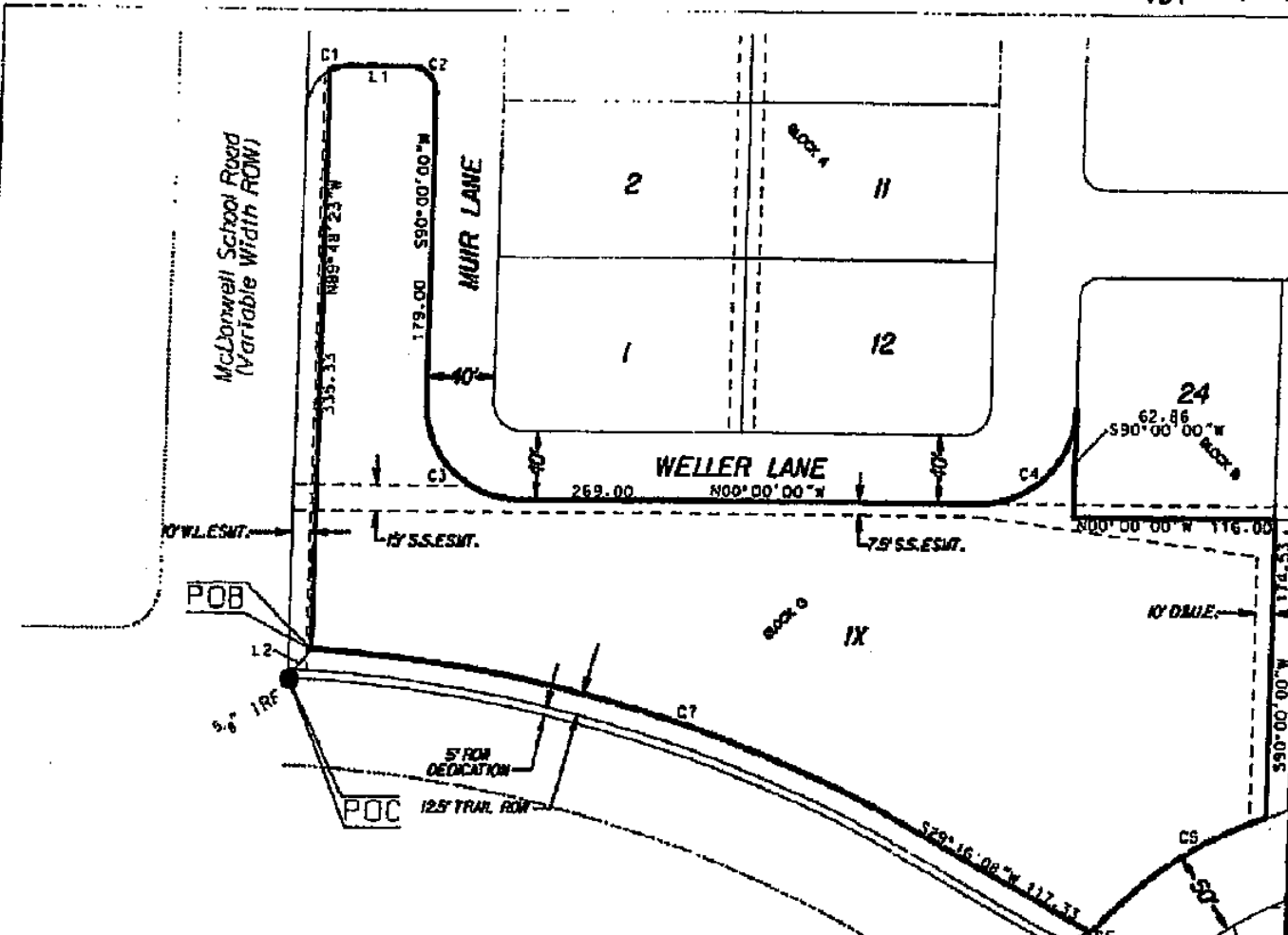


WESTMONT

MITIGATION AREA 1

SITUATED IN THE
 D.J. BEDDO SURVEY
 ABSTRACT NO. 232
 AND THE
 ROBERT WILLIAMS SURVEY
 ABSTRACT NO. 1674

CITY OF COLLEYVILLE,
 TARRANT COUNTY, TEXAS



COMMENCING at a 3/8" iron rod found for the southeast corner of WESTMONT, an addition to the City of Colleyville, Texas:

THENCE North 53°29'57" West a distance of 21.08 feet to the POINT OF BEGINNING:

THENCE North 89°48'23" West a distance of 335.33 feet to the beginning of a tangent curve to the right, having a central angle of 28°48'15", a radius of 25.00 feet and a chord bearing and distance of North 14°54'07" West, 12.86 feet:

THENCE along said curve an arc distance of 13.00 feet to a point:

THENCE North 00°00'00" East a distance of 34.53 feet to the beginning of a tangent curve to the right, having a central angle of 90°00'00", a radius of 15.50 feet and a chord bearing and distance of North 45°00'00" East, 21.92 feet:

THENCE along said curve an arc distance of 24.35 feet to a point:

THENCE South 90°00'00" West a distance of 179.00 feet to the beginning of a tangent curve to the left, having a central angle of 30°00'00", a radius of 55.50 feet and a chord bearing and distance of North 45°00'00" East, 78.49 feet:

THENCE along said curve an arc distance of 87.18 feet to a point:

THENCE North 00°00'00" West a distance of 259.00 feet to the beginning of a tangent curve to the left, having a central angle of 90°00'00", a radius of 55.50 feet and a chord bearing and distance of North 45°00'00" West, 78.49 feet:

THENCE along said curve an arc distance of 87.18 feet to a point:

THENCE South 90°00'00" West a distance of 62.86 feet to a point:

THENCE North 00°00'00" West a distance of 115.00 feet to a point:

THENCE South 90°00'00" West a distance of 174.53 feet to the beginning of a non-tangent curve to the left, having a central angle of 29°03'03", a radius of 225.00 feet and a chord bearing and distance of South 34°00'05" East, 112.87 feet:

THENCE along said curve an arc distance of 114.08 feet to the beginning of a tangent curve to the right, having a central angle of 17°47'53", a radius of 25.00 feet and a chord bearing and distance of South 39°31'50" East, 7.73 feet:

THENCE along said curve an arc distance of 7.77 feet to a point:

THENCE South 29°16'08" West a distance of 117.33 feet to the beginning of a tangent curve to the left, having a central angle of 26°14'05", a radius of 820.64 feet and a chord bearing and distance of South 16°11'16" West, 312.48 feet:

THENCE along said curve an arc distance of 375.76 to the POINT OF BEGINNING containing 104,591 square feet of land more or less.

D200185189 app# 796

0 100' 200'



SCALE 1" = 100'

23

1
acre

CURVE DATA 1
d=29° 48' 15"
R=25.00
L=13.00
T=6.65

CURVE DATA 2
d=90° 00' 00"
R=15.50
L=24.35
T=15.50

CURVE DATA 3
d=90° 00' 00"
R=55.50
L=87.18
T=55.50

CURVE DATA 4
d=90° 00' 00"
R=55.50
L=87.18
T=55.50

CURVE DATA 5
d=29° 03' 03"
R=225.00
L=114.08
T=58.30

CURVE DATA 6
d=17° 47' 53"
R=25.00
L=7.77
T=3.91

CURVE DATA 7
d=26° 14' 06"
R=820.64
L=375.76
T=191.23

L1	34.53	N00° 00' 00" W
L2	21.09	N53° 25' 57" W

Exhibit C
Page Two

DEVELOPER/OWNER
Cookson Limited Partnership
The David Bagwell Company, Inc., General Partner
8222 Douglas Avenue, Suite 900
Dallas, Texas 75225
(214) 368-9711

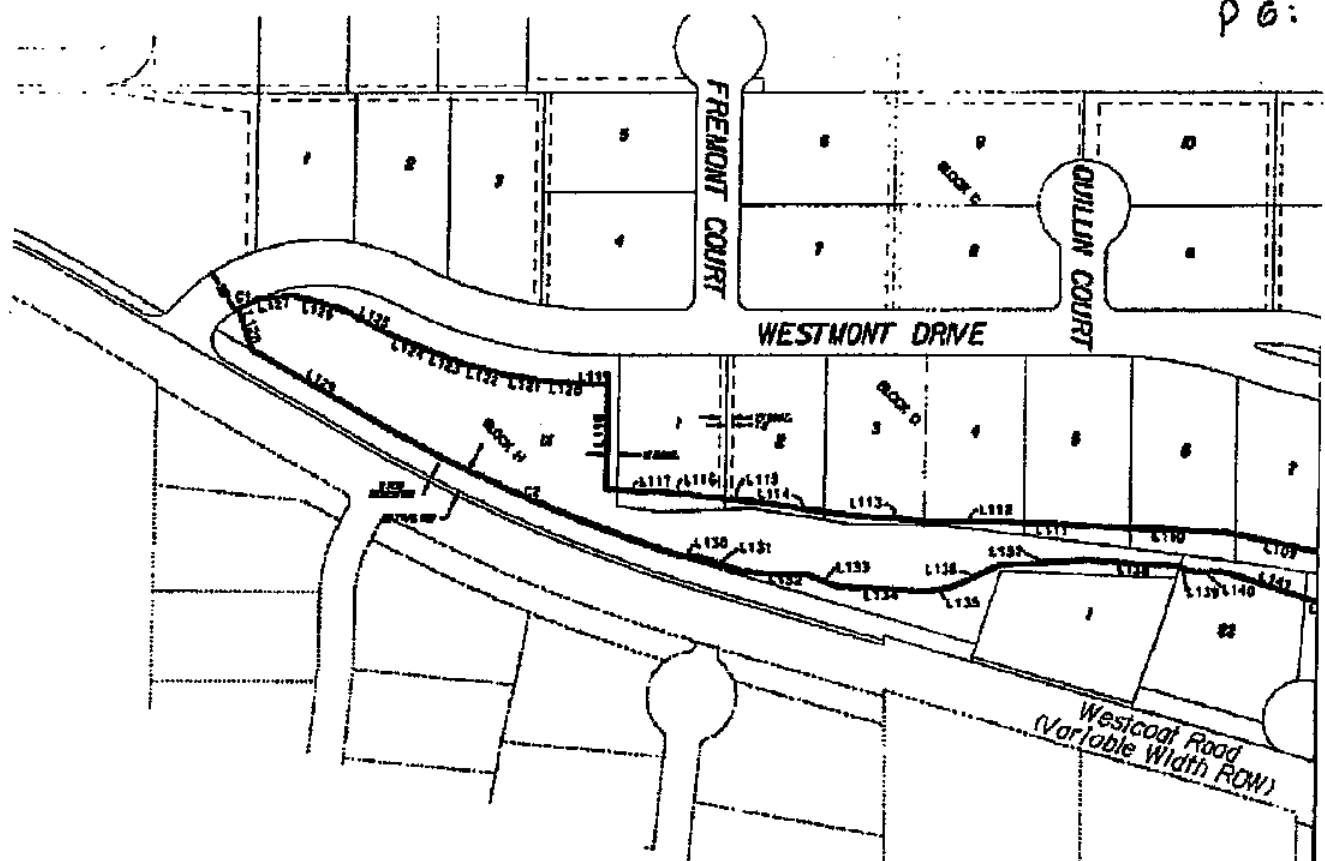


WESTMONT

MITIGATION AREA 2

SITUATED IN THE
D.J. BEDDO SURVEY
ABSTRACT NO. 232
AND THE
ROBERT WILLIAMS SURVEY
ABSTRACT NO. 1674

CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS



BEGINNING at the northeast corner of Lot 14, Block D of WESTMONT, an addition to the City of Collegeville, Texas:

THENCE South 00°00'00" East a distance of 214.87 feet to a point;

THENCE South 45°00'00" West a distance of 28.28 feet to a point;

THENCE South 00°00'00" East a distance of 92.08 feet to a point;

THENCE South 45°00'00" East a distance of 28.28 feet to a point;

THENCE South 00°00'00" East a distance of 52.54 feet to a point;

THENCE South 07°49'47" West a distance of 119.79 feet to a point;

THENCE South 07°49'48" West a distance of 113.34 feet to a point;

THENCE South 00°31'45" West a distance of 168.39 feet to a point;

THENCE South 11°48'15" West a distance of 129.82 feet to a point;

THENCE South 03°47'03" West a distance of 122.85 feet to a point;

THENCE South 03°47'03" West a distance of 122.85 feet to a point;

THENCE South 00°11'48" East a distance of 76.49 feet to a point;

THENCE South 04°21'00" West a distance of 95.19 feet to a point;

THENCE South 04°11'08" West a distance of 106.88 feet to a point;

THENCE South 05°53'43" West a distance of 83.08 feet to a point;

THENCE South 05°53'47" West a distance of 83.08 feet to a point;

THENCE South 03°02'04" West a distance of 89.53 feet to a point;

THENCE South 00°00'00" West a distance of 119.15 feet to a point;

THENCE South 01°07'17" West a distance of 18.08 feet to a point;

THENCE South 64°31'52" West a distance of 48.79 feet to a point;

THENCE South 08°24'08" West a distance of 91.22 feet to a point;

THENCE South 14°37'46" West a distance of 41.39 feet to a point;

THENCE South 18°58'04" West a distance of 48.12 feet to a point;

THENCE South 27°28'38" West a distance of 40.08 feet to a point;

THENCE South 28°48'11" West a distance of 56.87 feet to a point;

THENCE South 18°24'35" West a distance of 89.89 feet to a point;

THENCE South 06°43'00" East a distance of 31.77 feet to the beginning of a non-tangent curve to the left, having a central angle of 07°50'26", a radius of 185.90 feet and a chord bearing and distance of South 28°08'44" East, 22.91 feet;

THENCE along said curve an arc distance of 22.93 feet to a point;

THENCE North 71°02'47" East a distance of 48.80 feet to a point;

THENCE North 29°18'07" East a distance of 149.47 feet to the beginning of a tangent curve to the left, having a central angle of 10°15'14", a radius of 182.38 feet and a chord bearing and distance of North 25°14'13" East, 248.65 feet;

THENCE along said curve an arc distance of 350.30 feet to a point;

THENCE North 01°08'23" East a distance of 17.13 feet to a point;

THENCE North 18°01'27" East a distance of 56.09 feet to a point;

THENCE North 08°50'01" East a distance of 73.71 feet to a point;

THENCE North 20°39'24" East a distance of 88.34 feet to a point;

THENCE North 02°48'53" East a distance of 89.33 feet to a point;

THENCE North 07°52'49" West a distance of 28.31 feet to a point;

THENCE North 29°18'18" West a distance of 88.97 feet to a point;

THENCE North 02°51'29" West a distance of 98.63 feet to a point;

THENCE North 02°53'28" East a distance of 88.29 feet to a point;

THENCE North 26°32'04" East a distance of 9.91 feet to a point;

THENCE North 01°23'07" East a distance of 39.87 feet to a point;

THENCE North 17°36'17" East a distance of 108.83 feet to a point;

THENCE North 09°41'23" West a distance of 24.65 feet to a point;

THENCE North 00°19'33" East a distance of 147.01 feet to a point;

THENCE North 11°10'41" East a distance of 31.89 feet to a point;

THENCE North 18°11'00" East a distance of 111.14 feet to a point;

THENCE North 19°56'35" East a distance of 269.08 feet to a point;

THENCE North 02°10'01" East a distance of 206.77 feet to a point;

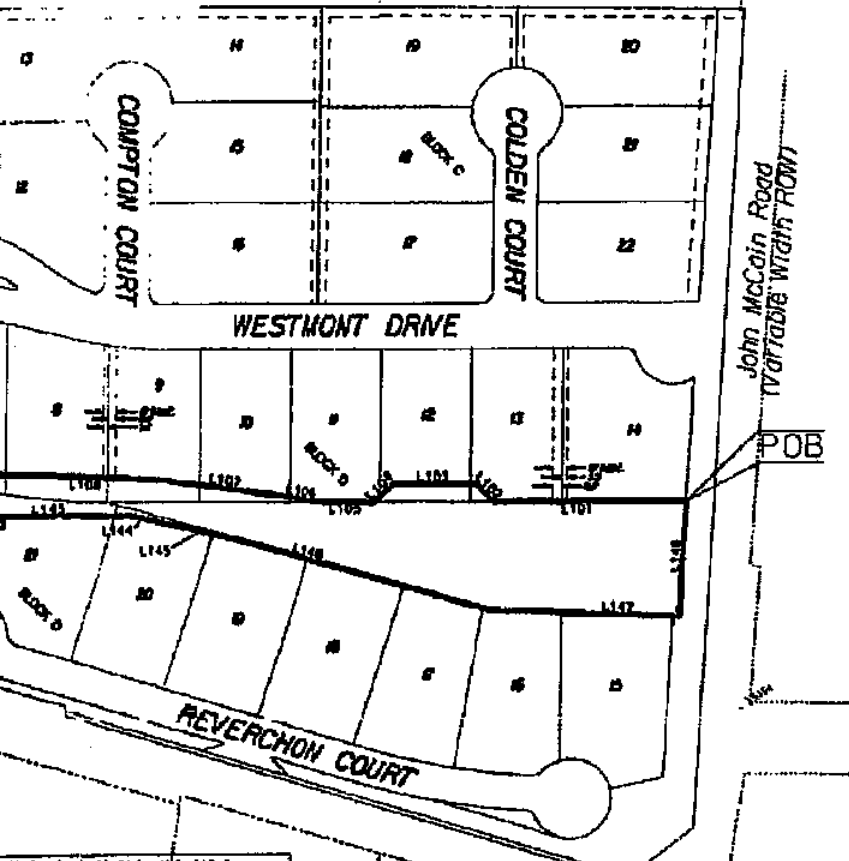
THENCE North 07°06'08" West a distance of 127.00 feet to these

1481
249

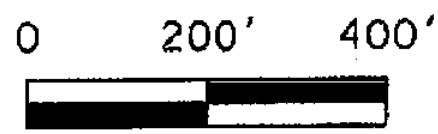
D200165189
901# 797

Exhibit C

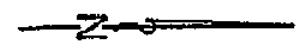
Page Three



LINE NUMBER	BEARING	LENGTH
01	S00°00'00"E	216.97
02	S45°00'00"W	29.38
03	S00°00'00"E	37.05
04	S45°00'00"E	29.38
05	S00°00'00"E	57.54
06	S07°48'27"W	24.34
07	S07°48'48"W	132.78
08	S62°31'40"W	160.22
09	S11°50'16"W	129.42
10	S02°47'03"W	122.85
11	S02°47'01"W	122.85
12	S00°01'46"E	14.49
13	S04°21'00"W	95.10
14	S08°11'06"W	106.99
15	S05°57'03"W	33.06
16	S05°53'01"W	33.06
17	S08°07'04"W	58.92
18	S10°00'00"W	115.15
19	S01°01'07"W	18.08
20	S04°31'32"W	42.15
21	S08°14'06"W	21.27
22	S12°37'48"W	41.39
23	S19°58'08"W	46.12
24	S21°23'38"W	40.08
25	S26°46'17"W	66.87
26	S18°24'35"W	58.22
27	S08°43'00"E	38.71
28	N11°02'02"E	48.60
29	N23°14'07"E	149.41
30	N01°06'23"E	17.13
31	N18°01'27"E	58.05
32	N02°50'11"E	72.71
33	N30°32'38"E	38.34
34	N02°54'53"E	95.33
35	N07°02'40"E	26.23
36	N23°38'18"E	58.37
37	N02°51'22"E	48.63
38	N02°51'36"E	48.29
39	N26°33'01"E	9.37
40	N01°58'09"E	36.83
41	N17°58'17"E	108.53
42	N09°48'21"E	34.85
43	N00°19'33"E	147.03
44	N11°01'41"E	35.83
45	N13°11'00"E	111.14
46	N15°56'15"E	269.08
47	N03°50'01"E	206.77
48	N87°08'06"W	123.00



SCALE 1" = 200'



CURVE DATA 1 CURVE DATA 2
 $d=07^{\circ}30'26''$ $d=10^{\circ}15'14''$
 $R=175.00$ $R=195.36$
 $L=22.93$ $L=350.30$
 $T=11.48$ $T=175.62$

DEVELOPER/OWNER
 Goodson Limited Partnership
 The David Bagwell Company, Inc., General Partner
 1223 Douglas Avenue, Suite 700
 Dallas, Texas 75225
 (214) 748-7711



WESTMONT

MITIGATION AREA 3

SITUATED IN THE
 D.J. BEDDO SURVEY
 ABSTRACT NO. 252
 AND THE
 ROBERT WILLIAMS SURVEY
 ABSTRACT NO. 1674

CITY OF COLLEYVILLE,
 TARRANT COUNTY, TEXAS



DEPARTMENT OF THE ARMY
FORT WORTH DISTRICT, CORPS OF ENGINEERS
P. O. BOX 17300
FORT WORTH, TEXAS 76102-0300

Exhibit D

REPLY TO
ATTENTION OF

October 4, 1999

Environmental Division
Regulatory Branch

SUBJECT: Project Number 199800603

Mr. Matt Stahman
Staff Ecologist
PBS&J
13800 Montfort Drive, Suite 230
Dallas, Texas 75240-4347

Dear Mr. Stahman:

Thank you for your letter of June 4, 1999, and follow-up submittals, concerning a revised proposal by the Goodacre Limited Partnership (Goodacre) to construct the Westmont Subdivision, on an approximately 53-acre tract of land, located at the intersection of McDonwell School Road and Westcoat Drive in Colleyville, Tarrant County, Texas. As you know, this project has been assigned Project Number 199800603. Please continue to include this number in all future correspondence concerning this project.

We have reviewed this project in accordance with Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899. Under Section 404, the U. S. Army Corps of Engineers (USACE) regulates the discharge of dredged and fill material into waters of the United States, including wetlands. Our responsibility under Section 10 is to regulate any work in, or affecting, navigable waters of the United States. Based on your description of the proposed work, and other information available to us, we have determined that this project will not involve activities subject to the requirements of Section 10. However, this project will involve activities subject to the requirements of Section 404. Therefore, it will require Department of the Army authorization.

We have reviewed this project under the notification procedures of Nationwide Permit General Condition 13 (~~Federal Register~~, Vol. 61, No. 241, Friday, December 13, 1996). After full consideration of resource agency comments, we have determined that this project is authorized by nationwide permit 26 for Headwaters and Isolated Waters Discharges. To use this permit, the person responsible for the project must ensure that the work is in compliance with the specifications and conditions listed on the enclosures and the special conditions listed below. The special conditions for this permit are as follows:

1. The permittee shall implement and abide by the revised mitigation plan included in "The Goodacre Limited Partnership, The Benedict Tract Development (Westmont), Colleyville, Tarrant County, Texas" by PBS&J, dated September 27, 1999, to compensate for unavoidable adverse impacts to the aquatic ecosystem associated with construction of the Westmont Subdivision, a

OCT 08 REC'D

single-family housing development. The permittee shall provide payment of \$6,017 to the Texas Nature Conservancy's "Trinity-Brazos Region In-Lieu Fee Trust Fund" as detailed in the mitigation plan. The permittee shall complete the in-lieu fee transaction and provide documentation to the USACE that the transaction has occurred within 60 days of the initiation of operation of the trust fund. The permittee shall implement the mitigation plan concurrently with the construction of the project and complete the initial construction and plantings associated with the mitigation work by April 1, 2001. Completion of all elements of this mitigation plan is a requirement of this permit.

2. The permittee shall be responsible for maintenance of mitigation areas created to comply with Special Condition 1 above until such time as the permittee provides documentation to, and receives verification from, the USACE, that:

a. aquatic areas within the mitigation area meet the definition of a water of the United States under the Regulatory Program regulations applicable on the date of this letter;

b. wetlands within the mitigation area meet the definition of a wetland under the Regulatory Program regulations applicable on the date of this letter;

c. aquatic areas within the mitigation area are functioning as the intended type of water of the United States and at an acceptable level of ecological performance; and

d. non-aquatic areas, such as buffer and riparian zones, within the mitigation area are functioning as the intended type of ecosystem component.

3. The permittee shall retain a qualified mitigation specialist (biologist, ecologist or other specialist qualified in wetland restoration, enhancement, and creation work), to oversee project construction, operation, mowing, and maintenance to the extent necessary to ensure compliance with all mitigation requirements of this permit. The permittee shall have this mitigation specialist conduct all monitoring and produce any required monitoring reports.

4. The USACE hereby approves the mitigation covenants, conditions, and restrictions (mitigation CCRs) presented in the mitigation plan referenced in Special Condition 1. The permittee shall record the mitigation CCRs for the Westmont Addition with the County Clerk, to perpetuate the approximately 5.7 acre mitigation area identified in special condition 1, above, as a wetland and riparian mitigation area. The permittee shall provide a copy of the recorded mitigation CCRs to the USACE by October 1, 2000. The mitigation CCRs shall not be removed from the deed or modified without written approval of the USACE and conveyance of any interest in the property must be subject to the mitigation CCRs. The only exceptions to the mitigation CCRs shall be easements in existence on October 1, 1999, and the draft easements identified in Attachment D, Final Plat of Westmont and a Replat of Lot 1, Block 1 Circle B Estates, dated July 1, 1999, included in the mitigation plan referenced in special condition 1, above. The permittee shall avoid to the maximum extent practicable any future easements within

the mitigation area after October 1, 1999. No easements shall be granted for, nor shall the mitigation area be disturbed with, activities that would adversely affect the intended extent, condition, or function of the mitigation area except as stated below. The permittee shall submit to the USACE any proposed easement within the mitigation area for USACE review and approval prior to any ground disturbing activities. Hand cutting of invasive woody species such as Chinese tallow and mowing is allowed. Unless otherwise specified, livestock grazing, pesticide applications, and similar activities are not allowed unless such activities do not adversely affect the intended extent, condition, or function of the mitigation area. Landscaping, temporary and permanent signage, irrigation, and perimeter fencing is permitted at or near the perimeter of the mitigation area as long as they do not adversely affect the intended extent, condition, and function of the mitigation area.

5. The permittee shall establish and implement a self-monitoring program that includes the following actions:

a. designation, in writing, of a responsible party to coordinate with the USACE concerning on-site inspections and compliance with permit conditions;

b. notification to the USACE of the schedule of activities for each phase of the project prior to the start of soil-disturbing activities; and

c. implementation of a reporting program that shall include annual written compliance reports to the USACE, due October 1 each year, beginning October 1, 2000. The permittee shall include in each report any schedule changes and a summary of all activities that occurred during the reporting period, including demonstration of the permittee's compliance with the permit conditions, and documentation of the progress and/or completion of all authorized work, including mitigation activities. The permittee shall detail in the first report the pre-construction conditions of the project area. The permittee shall include in each report photographs, maps, and a description of the impacts to waters of the United States. Compliance reports are required even if no work is conducted during the reporting period. The permittee shall submit compliance reports until the USACE verifies that the permittee has successfully completed all compensatory mitigation plan requirements, the mitigation areas have met the standards of special condition 2, and all authorized construction activities have been either completed or deleted from the project.

Failure to comply with these specifications and conditions invalidates the authorization and may result in a violation of the Clean Water Act.

Our verification for this activity under nationwide permit 26 is valid until nationwide permit 26 expires. Nationwide permit 26 is currently scheduled to expire on January 5, 2000, or the effective date of the replacement nationwide permits, whichever is sooner. If you commence, or are under contract to commence, this activity before the expiration date, you will have twelve months from that date to complete the activity under the present terms and conditions of

nationwide permit 26. Continued confirmation that an activity complies with the specifications and conditions, and any changes to the nationwide permit, is the responsibility of the permittee.

Our review of this project also addressed its effects on endangered species. Based on the information provided, we have determined that this project will not affect any species listed as threatened or endangered by the U.S. Fish and Wildlife Service within our permit area. However, please note that you are responsible for meeting the requirements of general condition 11 on endangered species.

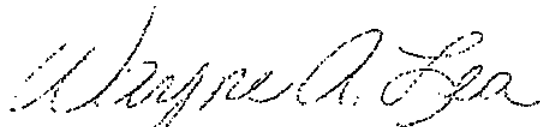
The permittee must sign and submit to us the enclosed certification that the work, including any required mitigation, was completed in compliance with the nationwide permit. You should submit your certification within 30 days of the completion of work.

This permit should not be considered as an approval of the design features of any activity authorized or an implication that such construction is considered adequate for the purpose intended. It does not authorize any damage to private property, invasion of private rights, or any infringement of federal, state, or local laws or regulations.

We understand that Goodacre shall form a Westmont property owner's association and intends to transfer this permit authorization and the responsibility to comply with all permit conditions, including conducting the required management of the wetland mitigation area, to the association. Such a transfer would be acceptable provided that Goodacre provides written notice to the USACE at the time the transfer is to take place and that the Westmont property owners association has the authority and accepts the responsibility for meeting the terms and conditions of the authorization.

Thank you for your interest in our nation's water resources. If you have any questions concerning our regulatory program, please contact Mr. Jim Herrington at the address above or telephone (817)978-2188. If you would like more information about our nationwide permit program, please contact us and we will furnish you with a copy of the nationwide permit regulations.

Sincerely,



Wayne A. Lea
Chief, Regulatory Branch

Enclosures

Copy Furnished:

Mr. Mark Fisher
401 Coordinator
Standards and Assessment Section (MC-150)
Texas Natural Resource Conservation Commission
P.O. Box 13087
Austin, Texas 78711-3087

Mr. Rollin MacRae
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744

Mr. James E. Bruseth, Ph.D.
Deputy State Historic Preservation Officer
Division of Antiquities Protection
Texas Historical Commission
P. O. Box 12276
Austin, Texas 78711

Mr. Thomas J. Cloud, Jr.
Field Supervisor
U.S. Fish and Wildlife Service
Stadium Centre Building
711 Stadium Drive East, Suite 252
Arlington, Texas 76011

Ms. Rebecca Weber
Chief, Marine and Wetlands Section (6WQ-EM)
U.S. Environmental Protection Agency, Region 6
1445 Ross Avenue
Dallas, Texas 75202

NATIONWIDE PERMIT 26
Headwaters and Isolated Waters Discharges
Effective Date: February 11, 1997

Discharges of dredged or fill material into headwaters and isolated waters provided that the activity meets all of the following criteria:

- a. The discharge does not cause the loss of more than 3 acres of waters of the United States nor cause the loss of waters of the United States for a distance greater than 500 linear feet of the stream bed;
 - b. For discharges causing the loss of greater than 1/3 acre of waters of the United States, the permittee notifies the District Engineer in accordance with the "Notification" general condition;
 - c. For discharges causing a loss of 1/3 acre or less of waters of the United States the permittee must submit a report within 30 days of completion of the work, containing the information listed below;
 - d. For discharges in special aquatic sites, including wetlands, the notification must also include a delineation of affected special aquatic sites, including wetlands (Also see 33 CFR 330.1(e)); and
 - e. The discharge, including all attendant features, both temporary and permanent, is part of a single and complete project.
- Note, this NWP will expire on December 13, 1998.

For the purposes of this NWP, the acreage of loss of waters of the United States includes the filled area plus waters of the United States that are adversely affected by flooding, excavation or drainage as a result of the project. The 3 acre and 1/3 acre limits of NWP 26 are absolute, and cannot be increased by any mitigation plan offered by the applicant or required by the District Engineer. Whenever any other NWP is used in conjunction with this NWP, the total acreage of impacts to waters of the United States of all NWPs combined, can not exceed 3 acres.

Subdivisions: For any real estate subdivision created or subdivided after October 5, 1984, a notification pursuant to subsection (b) of this NWP is required for any discharge which would cause the aggregate total loss of waters of the United States for the entire subdivision to exceed 1/3 acre. Any discharge in any real estate subdivision which would cause the aggregate total loss of waters of the United States in the subdivision to exceed 3 acres is not authorized by this NWP, unless the District Engineer exempts a particular subdivision or parcel by making a written determination that: (1) the individual and cumulative adverse environmental effects would be minimal and the property owner had, after October 5, 1984, but prior to February 11, 1997, committed substantial resources in reliance on NWP 26 with regard to a subdivision, in circumstances where it would be inequitable to frustrate the property owner's investment-backed expectations, or (2) that the individual and cumulative adverse environmental effects would be minimal, high quality wetlands would not be adversely affected, and there would be an overall benefit to the aquatic environment. Once the exemption is established for a subdivision, subsequent lot development by individual property owners may proceed using NWP 26. For purposes of NWP 26, the term "real estate subdivision" shall be interpreted to include circumstances where a landowner or developer divides a tract of land into smaller parcels for the purpose of selling, conveying, transferring, leasing, or developing said parcels. This would include the entire area of a residential, commercial or other real estate subdivision, including all parcels and parts thereof.

Report: For discharges causing the loss of 1/3 acre or less of waters of the United States the permittee must submit a report within 30 days of completion of the work, containing the following information:

- a. Name, address, and telephone number of the permittee;
- b. Location of the work;
- c. Description of the work; and,
- d. Type and acreage (or square feet) of the loss of waters of the United States (e.g., 1/10 acre of marsh and 50 Square feet of a stream.) (Section 404)

NATIONWIDE PERMIT CONDITIONS

GENERAL CONDITIONS: The following general conditions must be followed in order for any authorization by a NWP to be valid:

1. **Navigation:** No activity may cause more than a minimal adverse effect on navigation.
2. **Proper Maintenance:** Any structure or fill authorized shall be properly maintained, including maintenance to ensure public safety.
3. **Erosion and Siltation Controls:** Appropriate erosion and siltation controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date.
4. **Aquatic Life Movements:** No activity may substantially disrupt the movement of those species of aquatic life indigenous to the waterbody, including those species which normally migrate through the area, unless the activity's primary purpose is to impound water.
5. **Equipment:** Heavy equipment working in wetlands must be placed on mats, or other measures must be taken to minimize soil disturbance.
6. **Regional and Case-by-Case Conditions:** The activity must comply with any regional conditions which may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state or tribe in its section 401 water quality certification.
7. **Wild and Scenic Rivers:** No activity may occur in a component of the National Wild and Scenic River System; or in a river officially designated by Congress as a "study river" for possible inclusion in the system, while the river is in an official study status, unless the appropriate Federal agency, with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely effect the Wild and Scenic River designation, or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service.)
8. **Tribal Rights:** No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.
9. **Water Quality Certification:** In certain states, an individual Section 401 water quality certification must be obtained or waived (see 33 CFR 330.4(c)).
10. **Coastal Zone Management:** In certain states, an individual state coastal zone management consistency concurrence must be obtained or waived (see Section 330.4(d)).
11. **Endangered Species:**
 - A. No activity is authorized under any NWP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act, or which is likely to destroy or adversely modify the critical habitat of such species. Non-federal permittees shall notify the District Engineer if any listed species or critical habitat might be affected or is in the vicinity of the project, and shall not begin work on the activity until notified by the District Engineer that the requirements of the Endangered Species Act have been satisfied and that the activity is authorized.
 - B. Authorization of an activity by a nationwide permit does not authorize the take of a threatened or endangered species as defined under the Federal Endangered Species Act. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with incidental take provisions, etc.) from the U.S. Fish and Wildlife Service or the National Marine Fisheries Service, both lethal and non-lethal takes of protected species are in violation of the Endangered Species Act. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. Fish and Wildlife Service and National Marine Fisheries Service or their world wide web pages at <http://www.fws.gov/~r9endspp/endspp.html> and http://kingfish.spp.mnfs.gov/tmcintyr/prot_res.html#ES and Recovery, respectively.
12. **Historic Properties:** No activity which may affect historic properties listed, or eligible for listing, in the National Register of Historic Places is authorized, until the DE has complied with the provisions of 33 CFR Part 325, Appendix C. The prospective permittee must notify the District Engineer if the authorized activity may affect any historic properties listed, determined to be eligible, or which the prospective permittee has reason to believe may be eligible for listing on the National Register of Historic Places, and shall not begin the activity until notified by the District Engineer that the requirements of the National Historic Preservation Act have been satisfied and that the activity is authorized. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the National Register of Historic Places (see 33 CFR 330.4(g)).

13. Notification:

A. Timing: Where required by the terms of the NWP, the prospective permittee must notify the District Engineer with a Pre-Construction Notification (PCN) as early as possible and shall not begin the activity:

1. Until notified by the District Engineer that the activity may proceed under the NWP with any special conditions imposed by the District or Division Engineer; or
2. If notified by the District or Division Engineer that an individual permit is required; or
3. Unless 30 days (or 45 days for NWP 26 only) have passed from the District Engineer's receipt of the notification and the prospective permittee has not received notice from the District or Division Engineer. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

B. Contents of Notification: The notification must be in writing and include the following information:

1. Name, address and telephone numbers of the prospective permittee;
2. Location of the proposed project;
3. Brief description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause; any other NWP(s), regional general permit(s) or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity; and
4. For NWPs 14, 18, 21, 26, 29, 34, and 38, the PCN must also include a delineation of affected special aquatic sites, including wetlands (see paragraph 13(f));
5. For NWP 21 - Surface Coal Mining Activities, the PCN must include an OSM or state approved mitigation plan.
6. For NWP 29-Single-Family Housing, the PCN must also include:
 - i. Any past use of this NWP by the individual permittee and/or the permittee's spouse;
 - ii. A statement that the single-family housing activity is for a personal residence of the permittee;
 - iii. A description of the entire parcel, including its size, and a delineation of wetlands. For the purpose of this NWP, parcels of land measuring 0.5 acre or less will not require a formal on-site delineation. However, the applicant shall provide an indication of where the wetlands are and the amount of wetlands that exists on the property. For parcels greater than 0.5 acre in size, a formal wetland delineation must be prepared in accordance with the current method required by the Corps. (See paragraph 13(f));
 - iv. A written description of all land (including, if available, legal descriptions) owned by the prospective permittee and/or the prospective permittee a spouse, within a one mile radius of the parcel, in any form of ownership (including any land owned as a partner, corporation, joint tenant, co-tenant, or as a tenant-by-the-entirety) and any land on which a purchase and sale agreement or other contract for sale or purchase has been executed;
7. For NWP 31 - Maintenance of Existing Flood Control Projects, the prospective permittee must either notify the District Engineer with a Pre-Construction Notification (PCN) prior to each maintenance activity or submit a five year (or less) maintenance plan. In addition, the PCN must include all of the following:
 - i. Sufficient baseline information so as to identify the approved channel depths and configurations and existing facilities. Minor deviations are authorized, provided that the approved flood control protection or drainage is not increased;
 - ii. A delineation of any affected special aquatic sites, including wetlands; and,
 - iii. Location of the dredged material disposal site.
8. For NWP 33 - Temporary Construction, Access, and Dewatering, the PCN must also include a restoration plan of reasonable measures to avoid and minimize adverse effects to aquatic resources.

C. Form of Notification: The standard individual permit application form (Form ENG 4345) may be used as the notification but must clearly indicate that it is a PCN and must include all of the information required in (b) (1)-(7) of General Condition 13. A letter may also be used.

D. District Engineer's Decision: In reviewing the pre-construction notification for the proposed activity, the District Engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. The prospective permittee may, optionally, submit a proposed mitigation plan with the pre-construction notification to expedite the process and the District Engineer will consider any optional mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed work are minimal. If the District Engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects are minimal, the District Engineer will notify the permittee and include any conditions the DE deems necessary.

Any mitigation proposal must be approved by the District Engineer prior to commencing work. If the prospective permittee elects to submit a mitigation plan, the District Engineer will expeditiously review the proposed mitigation plan, but will not commence a second 30-day (or 45-day for NWP 26) notification procedure. If the net adverse effects of the project (with the mitigation proposal) are determined by the District Engineer to be minimal, the District Engineer will provide a timely written response to the applicant stating that the project can proceed under the terms and conditions of the nationwide permit.

If the District Engineer determines that the adverse effects of the proposed work are more than minimal, then he will notify the applicant either: (1) that the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (2) that the project is authorized under the NWP subject to the applicant's submitting a mitigation proposal that would reduce the adverse effects to the minimal level; or (3) that the project is authorized under the NWP with specific modifications or conditions.

E. Agency Coordination: The District Engineer will consider any comments from Federal and State agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

1. For NWP 14, 21, 26 (between 1 and 3 acres of impact), 29, 33, 37, and 38. The District Engineer will, upon receipt of a notification, provide immediately, e.g., facsimile transmission, overnight mail or other expeditious manner, a copy to the appropriate offices of the Fish and Wildlife Service, State natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO), and, if appropriate, the National Marine Fisheries Service. With the exception of NWP 37, these agencies will then have 5 calendar days from the date the material is transmitted to telephone or fax the District Engineer notice that they intend to provide substantive, site-specific comments. If so contacted by an agency, the District Engineer will wait an additional 10 calendar days (16 calendar days for NWP 26 PCNs) before making a decision on the notification. The District Engineer will fully consider agency comments received within the specified time frame, but will provide no response to the resource agency. The District Engineer will indicate in the administrative record associated with each notification that the resource agencies' concerns were considered. Applicants are encouraged to provide the Corps multiple copies of notifications to expedite agency notification.

2. Optional Agency Coordination. For NWPs 5, 7, 12, 13, 17, 18, 27, 31, and 34, where a Regional Administrator of EPA, a Regional Director of USFWS, or a Regional Director of NMFS has formally requested general notification from the District Engineer for the activities covered by any of these NWPs, the Corps will provide the requesting agency with notification on the particular NWPs. However, where the agencies have a record of not generally submitting substantive comments on activities covered by any of these NWPs, the Corps district may discontinue providing notification to those regional agency offices. The District Engineer will coordinate with the resource agencies to identify which activities involving a PCN that the agencies will provide substantive comments to the Corps. The District Engineer may also request comments from the agencies on a case by case basis when the District Engineer determines that such comments would assist the Corps in reaching a decision whether effects are more than minimal either individually or cumulatively.

3. Optional Agency Coordination, 401 Denial. For NWP 26 only, where the state has denied its 401 water quality certification for activities with less than 1 acre of wetland impact, the EPA regional administrator may request agency coordination of PCNs between 1/3 and 1 acre. The request may only include acreage limitations within the 1/3 to 1 acre range for which the state has denied water quality certification. In cases where the EPA has requested coordination of projects as described here, the Corps will forward the PCN to EPA only. The PCN will then be forwarded to the Fish and Wildlife Service and the National Marine Fisheries Service by EPA under agreements among those agencies. Any agency receiving the PCN will be bound by the EPA timeframes for providing comments to the Corps.

F. Wetlands Delineations: Wetland delineations must be prepared in accordance with the current method required by the Corps. For NWP 29 see paragraph (b)(6)(iii) for parcels less than 0.5 acres in size. The permittee may ask the Corps to delineate the special aquatic site. There may be some delay if the Corps does the delineation. Furthermore, the 30-day period (45 days for NWP 26) will not start until the wetland delineation has been completed and submitted to the Corps, where appropriate.

G. Mitigation: Factors that the District Engineer will consider when determining the acceptability of appropriate and practicable mitigation include, but are not limited to:

1. To be practicable, the mitigation must be available and capable of being done considering costs, existing technology, and logistics in light of the overall project purposes;

2. To the extent appropriate, permittees should consider mitigation banking and other forms of mitigation including contributions to wetland trust funds, in lieu fees to organizations such as The Nature Conservancy, state or county natural resource management agencies, where such fees contribute to the restoration, creation, replacement, enhancement, or preservation of wetlands. Furthermore, examples of mitigation that may be appropriate and practicable include but are not limited to: reducing the size of the project; establishing wetland or upland buffer zones to protect aquatic resource values; and replacing the loss of aquatic resource values by creating, restoring, and enhancing similar functions and values. In addition, mitigation must address wetland impacts, such as functions and values, and cannot be simply used to offset the acreage of wetland losses that would occur in order to meet the acreage limits of some of the NWP's (e.g., for NWP 26, 5 acres of wetlands cannot be created to change a 6-acre loss of wetlands to a 1 acre loss; however, 2 created acres can be used to reduce the impacts of a 3-acre loss.).

14. **Compliance Certification:** Every permittee who has received a Nationwide permit verification from the Corps will submit a signed certification regarding the completed work and any required mitigation. The certification will be forwarded to the Corps with the authorization letter and will include: a.) A statement that the authorized work was done in accordance with the Corps authorization, including any general or specific conditions; b.) A statement that any required mitigation was completed in accordance with the permit conditions; c.) The signature of the permittee certifying the completion of the work and mitigation.

15. **Multiple Use of Nationwide Permits:** In any case where any NWP number 12 through 40 is combined with any other NWP number 12 through 40, as part of a single and complete project, the permittee must notify the District Engineer in accordance with paragraphs a, b, and c on the Notification General Condition number 13. Any NWP number 1 through 11 may be combined with any other NWP without notification to the Corps, unless notification is otherwise required by the terms of the NWP's. As provided at 33 CFR 330.6(c) two or more different NWP's can be combined to authorize a single and complete project. However, the same NWP cannot be used more than once for a single and complete project.

SECTION 404 ONLY CONDITIONS: In addition to the General Conditions, the following conditions apply only to activities that involve the discharge of dredged or fill material into waters of the U.S., and must be followed in order for authorization by the NWP's to be valid:

1. **Water Supply Intakes:** No discharge of dredged or fill material may occur in the proximity of a public water supply intake except where the discharge is for repair of the public water supply intake structures or adjacent bank stabilization.

2. **Shellfish Production:** No discharge of dredged or fill material may occur in areas of concentrated shellfish production, unless the discharge is directly related to a shellfish harvesting activity authorized by NWP 4.

3. **Suitable Material:** No discharge of dredged or fill material may consist of unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.) and material discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

4. **Mitigation:** Discharges of dredged or fill material into waters of the United States must be minimized or avoided to the maximum extent practicable at the project site (i.e., on-site), unless the District Engineer approves a compensation plan that the District Engineer determines is more beneficial to the environment than on-site minimization or avoidance measures.

5. **Spawning Areas:** Discharges in spawning areas during spawning seasons must be avoided to the maximum extent practicable.

6. **Obstruction of High Flows:** To the maximum extent practicable, discharges must not permanently restrict or impede the passage of normal or expected high flows or cause the relocation of the water (unless the primary purpose of the fill is to impound waters).

7. **Adverse Effects From Impoundments:** If the discharge creates an impoundment of water, adverse effects on the aquatic system caused by the accelerated passage of water and/or the restriction of its flow shall be minimized to the maximum extent practicable.

8. **Waterfowl Breeding Areas:** Discharges into breeding areas for migratory waterfowl must be avoided to the maximum extent practicable.

9. **Removal of Temporary Fills:** Any temporary fills must be removed in their entirety and the affected areas returned to their preexisting elevation.

NATIONWIDE PERMITS

The following is a list of the nationwide permits that became effective on February 11, 1997:

1. Aids to Navigation
2. Structures in Artificial Canals
3. Maintenance
4. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities
5. Scientific Measurement Devices
6. Survey Activities
7. Outfall Structures
8. Oil and Gas Structures
9. Structures in Fleeting and Anchorage Areas
10. Mooring Buoys
11. Temporary Recreational Structures
12. Utility Line Discharges
13. Bank Stabilization
14. Road Crossings
15. U.S. Coast Guard Approved Bridges
16. Return Water from Upland Contained Disposal Areas
17. Hydropower Projects
18. Minor Discharges
19. Minor Dredging
20. Oil Spill Cleanup
21. Surface Coal Mining Activities
22. Removal of Vessels
23. Approved Categorical Exclusions
24. State Administered Section 404 Programs
25. Structural Discharges
26. Headwaters and Isolated Waters Discharges
27. Wetland and Riparian Restoration and Creation Activities
28. Modifications of Existing Marinas
29. Single-Family Housing
30. Moist Soil Management for Wildlife
31. Maintenance of Existing Flood Control Projects
32. Completed Enforcement Actions
33. Temporary Construction, Access and Dewatering
34. Cranberry Production Activities
35. Maintenance Dredging of Existing Basins
36. Boat Ramps
37. Emergency Watershed Protection and Rehabilitation
38. Cleanup of Hazardous and Toxic Waste
39. Reserved
40. Farm Buildings

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION
Nationwide Permit Water Quality Certification Conditions
February 11, 1997
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Standard Provisions: These following provisions attach to any permit issued by the Corps of Engineers and shall be followed by the permittee or any employee, agent, contractor or subcontractor of the permittee during any phase of work authorized by a Corps permit.

1. The water quality of wetlands shall be maintained in accordance with all applicable provisions of the Texas Surface Water Quality Standards including the General, Narrative and Numerical Criteria.
2. The applicant shall not engage in any activity which will cause surface waters to be toxic to man, aquatic life or to terrestrial life.
3. Permittee shall employ measures to control spills of fuels, lubricants, or any other materials to prevent them from entering a watercourse. All spills shall be promptly reported to the TNRCC, Emergency Spill Response, at (512) 463-7727. Before using tire for fill material, the applicant must obtain the necessary authorization from the Water Tire Recycling Program, MC223, TNRCC, P.O. Box 13087, Austin, TX, 78711-3087. Phone number (512) 239-6001.
4. Sanitary wastes shall be retained for disposal in some legal manner. Marinas and similar operations which harbor boats equipped with marine sanitation devices shall provide state/federal permitted treatment facilities or pump out facilities for ultimate transfer to a permitted treatment facility. Additionally, marinas shall display signs in appropriate locations advising boat owners that the discharge of sewage from a marine sanitation device to waters in the state is a violation of state and federal law.
5. Materials resulting from the destruction of existing structures shall be removed from the water or areas adjacent to the water and disposed of in some legal manner.
6. A discharge shall not cause substantial and persistent changes from ambient conditions of turbidity or color. The use of silt screens or other appropriate methods is encouraged to confine suspended particulates.
7. The placement of any material in a watercourse or wetlands shall be avoided and placed there only with the approval of the Corps when no other reasonable alternative is available. If work within a wetland is unavoidable, gouging or rutting of the substrate is prohibited. Heavy equipment shall be placed on mats to protect the substrate from gouging and rutting if necessary. Prior to the construction of an impoundment, the applicant must obtain the necessary authorization from the Water Rights Permitting Section, MC 148, TNRCC, P.O. Box 13087, Austin, TX, 78711-3087. Phone number (512) 239-5901.
8. Dredge Material Placement: Dredged sediments shall be placed in such a manner as to prevent any sediment runoff onto any adjacent property not owned by the applicant. Liquid runoff from the disposal area shall be retained on-site or shall be filtered and returned to the watercourse from which the dredged materials were removed. Except for material placement authorized by this permit,

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION
Nationwide Permit Water Quality Certification Conditions
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Page 2

sediments from the project shall be placed in such a manner as to prevent any sediment runoff into waters in the state, including wetlands.

9. If contaminated spoil that was not anticipated or provided for in the permit application is encountered during dredging, dredging operations shall be immediately terminated and the TNRCC, Emergency Spill Response, shall be contacted at (512) 463-7727. Dredging activities shall not be resumed until authorized by the Commission.
10. Contaminated water, soil or any other material shall not be allowed to enter a watercourse. Noncontaminated stormwater from impervious surfaces shall be controlled to prevent the washing of debris into the waterway.
11. Stormwater runoff from construction activities (US EPA Category X) are governed by the requirements of the US Environmental Protection Agency. Applications to apply for a general permit are to be obtained from Region 6, US EPA at (214) 665-7185.
12. Upon completion of earthwork operations all temporary fills shall be removed from the watercourse/ wetland and areas disturbed during construction shall be seeded, riprapped, or given some other type of protection to minimize subsequent soil erosion. Any fill material shall be clean and of such composition that it will not adversely affect the biological, chemical or physical properties of the receiving waters.
13. Disturbance to vegetation will be limited to only what is absolutely necessary. After construction, all disturbed areas will be revegetated to approximate the pre-disturbance native plant assemblage.
14. Where the control of weeds, insects and other undesirable species is deemed necessary by the permittee, control methods which are nontoxic to aquatic life or human health shall be employed when the activity is located in or in close proximity to water, including wetlands.
15. Concentrations of taste and odor producing substances shall not interfere with the production of potable water by reasonable water treatment methods, impart unpalatable flavor to food fish including shellfish, result in offensive odors arising from the water, or otherwise interfere with reasonable use of the water in the state.
16. Surface water shall be essentially free of floating debris and suspended solids that are conducive to producing adverse responses in aquatic organisms or putrescible sludge deposits or sediment layers which adversely affect benthic biota or any lawful uses.
17. Surface waters shall be essentially free of settleable solids conducive to changes in flow characteristics of stream channels or the untimely filling of reservoirs, lakes and bays.

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18. The work of the applicant shall be conducted such that surface waters are maintained in an aesthetically attractive condition, foaming or frothing of a persistent nature is avoided and surface waters shall be maintained so that oil, grease, or related residue will not produce a visible film of oil or globules of grease on the surface or coat the banks or bottoms of the watercourse.

19. This certification shall not be deemed as fulfilling the applicant's/permittee's responsibility to obtain additional authorization/approval from other local, state or federal regulatory agencies having special/specific authority to preserve and/or protect resources within the area where the work will occur.

Additional Conditions of Section 401 Certification for Specific Nationwide Permits:

Nationwide Permit 13 (Bank Stabilization)

Before using tires for bank stabilization, the applicant must obtain the necessary authorization from the Waste Tire Recycling Program, MC 223, TNRCC, P.O. Box 13087, Austin, TX, 78711-3087. Phone number (512) 239-6001.

Nationwide Permit 16 (Return Water From Upland Disposal Areas)

Effluent from an upland contained dredged material disposal area shall not exceed a Total Suspended Solids (TSS) concentration of 300 mg/l unless an individual certification has been issued with site-specific TSS limits.

There may be times during the term of this Nationwide Permit when the TNRCC identifies areas with contaminated sediment. After the TNRCC identifies these areas in writing to the Corps, persons filing a pre-discharge notice for work in one of these areas will be required to obtain an individual Section 401 certification or waiver from the state.

Because of potential mercury contamination of the sediments in Cox Bay and Lavaca Bay, any return flow from activities occurring there will require an individual Section 401 certification or waiver.

Nationwide Permit 19 (Minor Dredging)

There may be times during the term of this Nationwide Permit when the TNRCC identifies areas with contaminated sediment. After TNRCC identifies these areas in writing to the Corps, persons filing a pre-discharge notice for work in one of these areas will be required to obtain an individual Section 401 certification or waiver from the state.

Because of potential mercury contamination of the sediments in Cox Bay and Lavaca Bay, any dredging activities occurring there will require an individual Section 401 certification or waiver.

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Nationwide Permit 26 (Headwaters and Isolated Waters Discharges)

The TNRCC reserves the right to modify certification of this permit if additional information identifies specific areas where significant impacts, including cumulative or secondary impacts, are occurring and the use of this Nationwide Permit would be inappropriate.

Nationwide Permit 31 (Maintenance of Existing Flood Control Projects)

This certification is limited to those projects which have received a U.S. Army Corps of Engineers authorization for construction or maintenance after 1977.

Nationwide Permit 35 (Maintenance Dredging of Existing Basins)

There may be times during the term of this Nationwide Permit when the TNRCC identifies areas with contaminated sediment. After TNRCC identifies these areas in writing to the Corps, persons filing a pre-discharge notice for work in one of these areas will be required to obtain an individual Section 401 certification or waiver from the state.

Because of potential mercury contamination of the sediments in Cox Bay and Lavaca Bay, any dredging activities occurring there will require an individual Section 401 certification or waiver.

PERMIT COMPLIANCE CERTIFICATION

Permit Number

Name of Permittee:

Date of Issuance:

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

Regulatory Branch
CESWF-EV-R
U.S. Army Corps of Engineers
P.O. Box 17300
Fort Worth, Texas 76102-0300

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit was completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

ROSS LAW OFFICES PC
121 N WOODROW LN 203
DENTON, TX 76205

Submitter: ROSS LAW OFFICES PC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 4/28/2016 2:14 PM

Instrument #: D216088402

OPR 57 PGS \$236.00

By: Mary Louise Garcia

D216088402

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.