

PROTECTIVE COVENANTS FOR INTERLOCHEN ESTATES

Arlington, Texas

Applicable Only to Those Lots Partially Covered By the Lake System

The following covenants differ in some respects from the wording of covenants specific to some sections of Interlochen Estates, but the result is meant to reflect the original restrictions as amended and taking into account the different dates of development and amendments to the By-Laws of the Lake Interlochen Home Owners Association. The actual controlling instruments are the recorded restrictions, which are obtainable upon request or from the Tarrant County Clerk's Office.

1. KNOW ALL MEN BY THESE PRESENTS that INTERLOCHEN, INC., Owner of all the lots in Interlochen Estates real estate subdivision does hereby place the following restrictions, easements, charges and liens hereinafter set forth to be binding on the undersigned as well as subsequent owners of the following described lots being partially covered by a portion of the lake system: (See note above), said restrictions, easements, charges and liens being placed thereon to maintain, preserve and promote the beautification and utility of the lake system and to provide certain protective covenants for the above described lots.
2. Owner has incorporated under the laws of the State of Texas, as a non-profit corporation, Lake Interlochen Home Owners Association, to which has been delegated and assigned the powers of maintaining the lake system, and, for that purpose, collecting and disbursing the assessments and charges hereinafter created.
3. The lots partially covered by said lake system shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.
4. These restrictions are for the benefit of and shall inure to each and every property owner of the lots and may be enforced by any property owner therein. Should the owner and/or tenant of any of the lots violate any of these restrictive covenants and/or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions after reasonable notice, then in such event, any owner of these above described lots may institute legal proceedings to enjoin, abate, and/or correct such violation or violations, and the owner of the lot permitting the violation of such restrictions and/or conditions, shall pay all attorneys' fees, court costs, and other necessary expenditures incurred by the person instituting such legal proceedings and to maintain and enforce the aforesaid restrictions and conditions, said attorneys' fees to be fixed by the court. The

amount of said fees, costs and expenses allowed shall become a lien upon the land, as of the date legal proceedings were originally instituted and said lien shall be subject to foreclosure in such action, so brought to enforce such restrictions, in the same manner as any other lien upon real estate, the procedure which is fixed by statute.

5. Invalidation of any aspect of these restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. Failure by the Lake Interlochen Home Owners Association or any owner to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so thereafter.
6. These covenants and restrictions shall run with and bind the land subject thereto, and shall inure to the benefit of and be enforceable by the Lake Interlochen Home Owners Association, or the owner of any land subject to this declaration, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date that this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds of the owners of subject lots has been recorded agreeing to change said covenants and restrictions.
7. Anything herein to the contrary notwithstanding, each and every provision herein contained may be abandoned, terminated, modified, altered or in any other way changed, PROVIDED that the same shall have the assent of at least two-thirds of the votes of the membership of the Association present at a meeting duly called for that purpose, voting in person or by proxy.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Every person or entity who is or may hereafter become the record owner of a fee interest in any lot located in the Interlochen Estates Addition (whether in the subject increment or in any other increment) which is partially covered by the lake system and is subject by covenants of record to assessments by this corporation shall automatically be and become a member of the corporation; PROVIDED, however, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member; and PROVIDED, Further, that any member who sells or otherwise disposes of (by operation of law or otherwise) such interest required for membership as aforesaid shall thereupon automatically cease to be a member of the corporation. The owners of any lot in the Interlochen Estates Addition not partially covered by the lake system shall not be members of the corporation or otherwise have any interest in its business or affairs.

2. Members shall be all those owners defined in paragraph A1 above. Members shall be entitled to one vote for each lot in which they hold the interest required for membership by said paragraph A1. When more than one person holds such interest in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot.

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Each purchaser of any lot by acceptance of a deed therefore and his successors in title, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) annual assessments; (2) special assessments for maintenance and improvement of the lake system ("Lake System"), all of such assessments to be established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the lots and shall be a lien upon the particular lot against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be a personal obligation of the person who was the Owner of such property at the time when the assessment fell due.
2. Assessments herein provided for shall be used to maintain, preserve and promote the beautification and utility of the Lake System, including, without limiting the generality of the foregoing, the regulation of silt, plant growth, and other debris accumulating in the Lake System, and the control of the breeding and proliferation of mosquitoes and other pests in or around the Lake System, including specific maintenance necessary to maintain the designed flow and capacity characteristics of the channels of Village Creek and Rush Creek relocated between the north and south impounding structures of the lake system.
3. Each member shall pay an annual assessment determined in accordance with the procedure specified in the By-Laws of the Lake Interlochen Home Owners Association.
4. In addition to the annual assessments specified in Section 3 hereof, the Association may levy at any time a special assessment for the purpose of defraying whole or in part, the cost of any construction, repair or replacement of any structure or facility connected with, or capital improvement relating to, the Lake System, PROVIDED that any such special assessment shall have the assent of at least two-thirds of the votes of those members voting, whether in person or by proxy, at a meeting duly called for that purpose.

5. The annual assessment for each calendar year hereafter shall become due and payable on the first day of January of each such year. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.
6. In conjunction with every annual and special assessment, the Board of Directors of the Association shall prepare a roster of the lots to which the assessment is applicable, which roster shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent out to the Owner of every lot subject thereto at least thirty (30) days prior to the due date thereof. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
7. If any assessment is not paid on the date when due, then such assessment shall thereupon become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the lot to which the same is applicable and shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall pass to his successors in title. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law either against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment a reasonable attorney's fee to be fixed by the court, together with the costs of the action.
8. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any lot subject to such assessment; PROVIDED, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

USAGES

1. Each lot is hereby designated solely as a site for one single-family detached dwelling and may not be occupied unless it meets all requirements of these covenants.
2. All houses and structures permitted shall be completed within eight (8) months, once construction is started. No structure shall be occupied unless and until the premises are connected in a proper way with the city sewage system.
3. No livestock, poultry or animals of any kind (or pens and coops for same) shall be kept other than the usual and ordinary household pets. No waterfowl shall be kept.
4. The construction or maintenance of signs, billboards, or advertising structures of any kind on any lot is prohibited, except that one sign or billboard advertising the rental or sale of property is permitted, provided it does not exceed 2x4 feet in size. Yard signage that advertises services to the residence by contractors, subcontractors or vendors shall be removed within 14 days after completion of such services.
5. Engaging in a trade or business is prohibited as also is any activity which may become an annoyance or nuisance to the neighborhood. Short term rentals of any residence for less than 90 days is strictly prohibited.
6. One boat may be regularly stored or parked in the rear one-third (1/3) of the side yard provided that such area is completely enclosed by a solid fence six (6) feet in height meeting the further requirements of these restrictions.
7. No permanent or floating docks or patios may exceed more than 8 feet, or less if necessary for boating safety, into or over the water of the Lake System. All dock or patio replacements, repairs or installments must be approved by the Architectural Control Committee prior to the commencement of construction.
8. No drying of clothing out of doors nor clothes lines suitable for the drying of clothing will be permitted in this subdivision.
9. No water shall be drawn from the Lake System by any person, firm or corporation for any purpose.
10. No gasoline powered boats are allowed on the Lake System, but electrically powered boats up to three (3) horsepower are permitted. All boats should be operated with minimum wake and at low speeds in order to avoid damage to the Lake System's walls. Be respectful of other boaters.

11. No boats or other water borne vehicles are allowed on the Lake System except those owned by Association members only. No boat may be more than 18 feet in length.
12. No member of the Association will restrict the use of the Lake System by any other member, and each member is granted an easement and right to reasonably use the entire Lake System in common with each other member, PROVIDED, that such reasonable use of the Lake System shall extend only to the water surface thereof and such easement granted herein shall not grant any member the right to use any other part of the Utility and Flowage Easement shown on the recorded plat existing on any other member's property.
13. Grass, weeds and vegetation on each lot in this addition must be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Upon failure to so maintain a lot, the Architectural Control Committee may at its option, have the grass, weeds and vegetation cut when, and as often as necessary in its judgment, and the owner of the property shall be obligated to reimburse it for cost of such work, and the claim for such reimbursement will constitute a lawful lien against the lot when properly filed with the County Clerk.
14. All trash, ashes, residues, and garbage must be collected in suitable containers and moved from the lot regularly by the garbage service licensee of the City of Arlington which service each lot owner herein shall subscribe to. No trash or garbage may be disposed of by burning on any of the aforesaid lots. No grass clippings or other yard waste, trash, or ashes, may be thrown or dumped in the Lake, storm drains or on any lot in this addition, or allowed to remain thereon.

ARCHITECTURAL STANDARDS

1. Lots may not be re-platted so as to create from the total combined re-platted lots more separate building sites or lots than existed in the original platting of said combined lots.
2. No structure shall exceed (except by Architectural Control Committee approval) two stories in height. Servants' quarters may be built when such plans are approved in writing by the Architectural Control Committee.
3. Every residence must meet all applicable requirements established by the City of Arlington and any alteration or addition to any residence must meet these same requirements.

4. The main dwelling of every residence shall have a living area of not less than 2250 square feet, provided however that no 1 1/2 story, split level, or two story houses shall have less than 1250 square feet of living area on the ground floor or main living area level.
5. The exterior walls of each house shall be 75% masonry, stone or brick on the first floor or living area, unless a variance is specifically approved in writing by the Architectural Control Committee.
6. Roof replacements other than the type presently on the roof shall require approval by the Architectural Control Committee.
7. Perimeter fencing may be erected in the front yard of a lot but must conform to the following: 1) no fencing may be erected in any City of Arlington or public utility setback, and 2) the height of such fencing shall not exceed four feet above the established grade at the front lot line and in the street front setback. The materials used in the construction of front yard fencing shall be limited to ornamental iron rail fencing with at least seventy-five (75%) transparency. Masonry columns may be used between the fencing, provided they are constructed of brick or stone. No other materials may be used to construct such fencing. On all corner lots, fencing shall not be erected nearer the side street than the building line as shown on the lot's plat.
8. Fences located between the front and rear walls of the residence building may be constructed of masonry, hedge or solid wood. Fences located between the lake and the rear wall of the residence building shall be constructed of brick masonry, not to exceed three feet in height, or of decorative iron. A combination of brick masonry and decorative iron may be used between the lake and the rear wall of the residence building so long as the masonry portion, except for brick columns, does not exceed three feet in height. No wall, fence or gate shall exceed six feet in height.
9. All fencing must obtain approval prior to the commencement of construction from the Architectural Control Committee of the HOA.
10. All residences will face the front line of the lot and shall not protrude forward of the front building lines as set forth on the dedicated plat. Side and rear building lines shall meet the requirements of the City of Arlington subject to approval by the Architectural Control Committee.
11. New structures only shall be erected on and permitted to remain in the addition. No structures may be moved into the addition.
12. No out-building, shed, shop, trailer, recreational vehicle or residence of a temporary character shall be permitted. No building material of any kind or

character shall be placed or stored upon the property until the owner is ready to commence improvement.

13. Garage openings will be located at the side or rear elevation of dwellings. Exceptions to this restriction may be granted by the Architectural Control Committee. Application for exception to the restriction must be made in writing and approval granted prior to commencing construction.
14. Standby Electric Generators (as defined below, and hereinafter referred to as "Generators") may be installed to benefit any home upon the following conditions:
 - a. Prior to any installation of a Generator, the homeowner will contact the Architectural Control Committee and submit its plans for the installation and obtain approval from the Architectural Control Committee.
 - b. The Generator shall be used only to provide electrical power to the residence when utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.
 - c. The Generator must be installed and maintained in compliance with manufacturer's specifications.
 - d. The Generator and its electrical and fuel lines must be maintained by the owner in good condition. Further, the owner shall repair, replace and/or remove any deteriorated or unsafe component of the generator and electrical or fuel lines as long as the Generator remains on the Owner's property.
 - e. Any required electrical, plumbing, natural gas, diesel fuel, biodiesel fuel or hydrogen fuel line and/or fuel line connections shall be installed only by contractors licensed by the State of Texas.
 - f. Any required liquefied petroleum gas fuel line connections are to be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas.
 - g. If the Generator as installed, is visible from either the street or the canal, the Generator shall be screened, which screen shall not exceed four feet in height.
 - h. All Generators and appurtenant fuel lines and equipment shall be installed in accordance with applicable governmental health, safety, electrical and building codes.

A Standby Electric Generator is defined as a device that converts mechanical energy to electrical energy and is: (1) powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen, (2) fully enclosed in an integral manufacturer-supplied sound attenuating enclosure, (3) connected to the main electrical panel of a residence by manual or automatic transfer switch, and (4) rated for a generating capacity of not less than seven kilowatts.

15. Prior to the installation of any Solar Energy Devices (as defined below) to any lot, the owner of the property shall submit to the Architectural Control Committee the plans for such installation for approval. A Solar Energy Device is defined as a system or series of mechanisms designed primarily to provide heating or cooling to or to produce electrical or mechanical power by collecting and transferring solar-generated energy, including, without limitation, solar panels or a solar roof system.

The plans shall conform to the following requirements:

- a. The Solar Energy Device shall not threaten public health or safety, violate any existing law, or be located, in whole or in part, on any property constituting a Common Element as defined by the Covenants.
- b. The Solar Energy Device shall not be placed anywhere on an owner's property except on the roof of the home or in a fenced yard or patio located and maintained on the owner's property, and shall:
 - i. Not extend higher than or beyond the roofline, or, if located in a fenced yard or patio, is taller than the fence line.
 - ii. Conform to the slope of the roof and have a top edge that is not parallel to the roofline.
 - iii. If the device has a frame, it shall not have a support bracket or visible piping or wiring that is not in silver, bronze or black tone commonly available in the marketplace.
- c. As installed, the Solar Energy Device shall not void any material warranties.
- d. No Solar Energy Device shall be installed without first obtaining written approval from the Architectural Control Committee of the HOA or the Board of the HOA.
- e. No Solar Energy Device shall constitute a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities.

ARCHITECTURAL CONTROL

1. No structure shall be erected, placed, or altered on any lot until the construction plans, specifications and a plot plan showing the location of the structure shall have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to the location with respect to topography and finished grade elevation. A full set of plans will be left with the Architectural Control Committee while any building is under construction. The Architectural Control Committee shall have the right to waive any restrictions herein provided insofar as the same pertains to type of roof or quantity of masonry to be used.

2. The Committee's approval or disapproval as required by this covenant shall be in writing. In the event the Committee fails to approve or disapprove plans in 30 days after submission, approval will not be required and the restrictive covenants herein contained shall be deemed to have been fully complied with.
3. The Architectural Control Committee shall be composed of three members in good standing of the HOA of Lake Interlochen. Architectural Control Committee members may not be on the Board of Directors or be related to a current member of the Board. The Architectural Control Committee shall be decided upon at the first Board meeting following the annual Homeowner meeting. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the Board shall designate a successor member. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

NOTE: The above covenants differ in some respect from the wording of covenants specific to some sections of Interlochen Estates but the result is meant to reflect the original restrictions as amended and taking into account the different dates of development and amendments to the By-Laws of the Lake Interlochen Homeowners Association.