

GENERAL PROVISIONS

12.01 Registration with the Association. Each and every Owner shall have an affirmative duty and obligation to originally provide within fifteen (15) days after such Owner acquires one or more Lots and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association such as: (a) the full name and address of the Owner; (b) the full name of each individual family member who resides within the residential dwelling of the Owner; (c) the business address, occupation and telephone numbers of each Owner; (d) the description and license plate number of each automobile owned or used by Owner and brought within the Property; (e) the name, address and telephone numbers of other local individuals who can be contacted (in the event the Owners cannot be located) in case of an emergency; and (f) such other information as may be reasonably requested from time to time by the Association.

12.02 Power of Attorney. Each and every Owner hereby makes, constitutes and appoints Declarant as his/her true and lawful attorney-in-fact, coupled with an interest and irrevocable, for him/her and in his/her name, place and stead and for his/her use and benefit, to do the following:

(a) to exercise, do or perform any act, right, power, duty or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever involving this Declaration, the Association, the Board, and/or the Property;

(b) to sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the terms within this Declaration, or any part hereof, with such clause(s) , recital(s), covenant(s), agreement(s) and restriction(s) as Declarant shall deem necessary, proper and expedient under the circumstances and conditions as may be then existing; and

(c) to sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the subdivision plat(s) of the Property, or any part thereof, with any easements and rights-of-way to be therein contained as the Declarant shall deem necessary, proper and expedient under the conditions as may then be existing.

The rights, powers and authority of said attorney-in-fact to exercise any and all of

the rights and powers herein granted shall commence and be in full force upon recordation of this Declaration in the Tarrant County Clerk's Office and shall remain in full force and effect thereafter until the fifteenth (15th) anniversary or the recordation of this Declaration.

12.03 Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration and shall inure to the benefit of and be enforceable by Declarant, the Association and/or the Owners subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term ending January 1, 2050, after which time said covenants shall be automatically extended for two (2) successive periods of ten (10) years each unless an instrument signed by not less than seventy-five percent (75%) of the then Owners has been recorded, agreeing to abolish the Covenants and Restrictions in whole or in part; provided, however, that no such agreements to abolish shall be effective unless made and recorded thirty (30) days in advance of the effective date of such change; and unless written notice of the proposed agreement to abolish is sent to every Owner at least ninety (90) days in advance of any action taken.

12.04 Amendments. Except as provided in Section 12.03 of this Article XII, the Covenants and Restrictions of this Declaration may be amended and/or changed in whole or in part, only with the consent of Declarant and seventy-five percent (75%) of the voting members, evidenced by a document in writing bearing each of their signatures, and duly recorded in the land records of Tarrant County, Texas; or by a resolution passed by the majority of the Board evidencing the consent of seventy-five percent (75%) of the voting members and authorizing the President of the Association to execute such document.

12.05 Enforcement. Enforcement of these Covenants and Restrictions shall be by a proceeding initiated by Declarant, any Owner, or the Board or by the City of Keller, against any person or persons violating or attempting to violate any Covenant or Restriction contained herein, either to restrain or enjoin violation or to recover damages for the violation, or both, or to enforce any lien created by this instrument. Notwithstanding any provision to the contrary in this Declaration, Declarant shall not have any duty, obligation, or responsibility to enforce any of these Covenants and Restrictions. Failure by any party to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party. Further, and with respect to any litigation brought against the Declarant, the Board or any of their members or

representatives arising out of any action, failure to act, or performance or non-performance of duties imposed hereby, by the Declarant, the Board or their members or representatives, the Declarant, the Board and/or their members or representatives so sued shall be entitled to recover their reasonable attorney's fees from the person or entity bringing such action against it or them, unless the Declarant, the Board or their members or representatives shall specifically be adjudicated liable to such claimant.

12.06 Imposition of Violation Fines. In the event that any person fails to cure (or fails to commence and proceed with diligence to completion) the work necessary to cure any violation of the Covenants and Restrictions contained herein within ten (10) days after receipt of written notice from the Board designating the particular violation, the Declarant and/or the Board shall have the power and authority to impose upon that person a reasonable fine for such violation (the "Violation Fine") not to exceed Five Hundred Dollars (\$500.00). If, after the imposition of the Violation Fine, the violation has not been cured or the person has still not commenced the work necessary to cure such violation, the Declarant and/or the Board shall have the power and authority, upon ten (10) days written notice, to impose another Violation Fine which shall also not exceed Five Hundred Dollars (\$500.00). There shall be no limit to the number or the aggregate amount of violation Fines which may be levied against a person for the same violation. The Violation Fines, together with Interest at the highest lawful rate per annum and any costs of collection, including attorneys' fees, shall be a continuing lien upon the Lot against which such Violation Fine is made.

12.07 Severability. If any one of these Covenants or Restrictions is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining Covenants and Restrictions shall not be affected thereby.

12.08 Headings. The headings contained in this Declarations are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

12.09 Notices to Owners. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, certified mail, return receipt requested, addressed to the last known address of the person who appears as an Owner on the records of the Declarant and/or Association at the time of such

mailing.

12.10 Proposals of Declarant. The proposals of Declarant, as set forth in various provisions hereinabove, to develop additional parcels of property for residential purposes and/or expand the Common Properties (not only geographically but also in terms of the types of amenities available for use) and items of a related nature are mere proposals and expressions of the existing good faith intentions and plans of Declarant and shall not be deemed or construed as promises, solicitations, inducements, contractual commitments or material representations by Declarant upon which any person or entity can or should rely.

12.11 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions excluding Article IX and issues concerning "substantial completion" of this Declaration or the Association Bylaws, shall be determined by the Declarant and/or the Board. Matters pertaining to Articles IX and issues concerning "substantial completion" shall be determined by the Committee. These respective determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

