

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

RESTRICTIVE COVENANTS APPLICABLE TO
BENTLEY VILLAGE ADDITION - SECTION THREE
AN ADDITION TO THE CITY OF FORT WORTH,
TARRANT COUNTY, TEXAS, PER PLAT RECORDER
IN VOLUME 388/121, PAGE 16, PLAT RECORDS,
TARRANT COUNTY, TEXAS

A. COVENANT

1. KNOW ALL MEN BY THESE PRESENTS that PRA/SII BENTLEY VILLAGE PARTNERS, LTD., a Texas limited partnership, the owner of all those lots in the above described subdivision (the "Owner") does hereby place the following restrictions, to be binding on the undersigned as well as subsequent owners of the following described lots (the "lots"):

- | | |
|---------------|-------------------------------|
| SECTION THREE | Block F. - Lots 4 through 18 |
| | Block N. - Lots 13 through 36 |
| | Block P. - Lots 4 through 14 |
| | Block T. - Lots 6 through 7 |
| | Block Y. - Lot 1 |

2. These restrictions are for the benefit of and shall inure to each and every property owner of the lots above described and may be enforced by any property owner therein. Should the owner and/or tenant of any of the above described 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.

3. 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 to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so thereafter.

4. These covenants and restrictions shall run with and bind the land subject thereto for a term of thirty years from the date that this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument agreeing to change said covenants and

requirement has been met. The immediately preceding sentence shall not apply to the third party successors or assigns of Bank United of Texas, FSB.

5. These covenants and restrictions may be amended by an instrument signed by two-thirds of the total of (a) the then Owners of the subject lots plus (b) the then owners of the lots comprising Bentley Village Section One and Bentley Village Section Two Subdivisions, which subdivisions were established pursuant to plats recorded in Volume 388/97, Page 19 and Volume 388/110, Page 51 of the Plat Records of Tarrant County, Texas. Provided, however Bank United of Texas, FSB shall have no rights under this instrument, and if any lots in the Bentley Village Section One or Bentley Village Section Two Subdivisions are owned by Bank United of Texas, FSB, such lots shall not be included for purposes of determining whether the foregoing two-thirds requirement has been met. The immediately preceding sentence shall not apply to the third party successors or assigns of Bank United of Texas, FSB.

B. 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 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.

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 3 x 5 feet in size.

5. Engaging in a trade or business is prohibited as also is any activity which may become an annoyance or nuisance to the neighborhood.

6. One boat may be regularly stored or parked in the rear one-third of the side yard provided that such area is completely enclosed by a solid fence six feet in height meeting the further requirements of these restrictions.

7. No drying of clothing out of doors nor clothes lines suitable for the drying of clothing will be permitted in this subdivision.

8. 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 claim for such

10. Specifically exempted from the provisions of this section are activities by the developer carried out in the regular pursuit of construction, maintenance and sales within the subdivision which exemption shall end when all development activity including sales by him are completed.

C. 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. However, lots may be re-platted so long as the total number of re-platted lots is equal to the number of lots that existed in the original platting of said lots.

2. No structure shall exceed (except by Architectural Control Committee approval) two stories in height. Servants quarters may be built when the plans therefor are approved in writing by the Architectural Control Committee.

3. Every residence must meet all applicable requirements established by the City of Fort Worth and any alteration or addition to any residence must meet these same requirements.

4. The main dwelling of every residence shall have the following minimum living areas:

(a) For Section Three, Block F. - Lots 4 through 18, not less than 1,800 square feet,

(b) For Section Three, Block P. - Lots 4 through 13, Section Three, Block N. - Lots 13 through 15 and 21 through 34, Section Three, Block T. - Lots 6 and 7, and Section Three, Block Y. - Lot 1, not less than 2,000 square feet, and

(c) For Section Three, Block P. - Lot 14 and Section Three, Block N. - Lots 16 through 20, 35 and 36, not less than 2,250 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 construction on the first floor or living area unless variance is specifically approved in writing by the Architectural Control Committee, who expressly reserves the right herein to reduce or waive entirely, at its discretion, the minimum percentage above recited.

6. Boundary fences shall be of masonry construction, hedge or substantially constructed wood fences no more than six (6) feet in height. No fence shall be erected or maintained on any lot or plot nearer the front street than the front wall of the residence building, and on all corner lots, not nearer the side street than the building line as shown on said plat.

7. 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

owner is ready to commence improvement.

10. Garage or carport openings will be located at the side or rear elevation of dwellings. Exceptions to this restriction may be granted by Architectural Control Committee. Application for exception to the restriction must be made in writing and approval granted prior to commencing construction.

D. ARCHITECTURAL CONTROL

1. No structure shall be erected, placed, or altered on any lot until the construction plans, specifications and a plot 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 provided that the appraised value of the proposed house is not less than \$80,000.00.

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 or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and restrictive covenants herein contained shall be deemed to have been fully complied with.

3. The Architectural Control Committee shall be composed of three members to be determined by PRA/SII BENTLEY VILLAGE PARTNERS, LTD., who may change the members thereof from time to time at its discretion. 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, PRA/SII BENTLEY VILLAGE PARTNERS, LTD. shall have full authority to designate a successor. In the event of the failure of PRA/SII BENTLEY VILLAGE PARTNERS, LTD. to appoint a member or members to the Architectural Control Committee, the remaining members shall have full authority to fill any vacancy in the committee. At such time as PRA/SII BENTLEY VILLAGE PARTNERS, LTD. does not own any of the lots, the majority of the owners of the lots shall have the right, by majority vote to elect members of the committee, who shall serve for such terms and on such other conditions as the majority shall determine. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

EXECUTED this 30th day July, 1993.

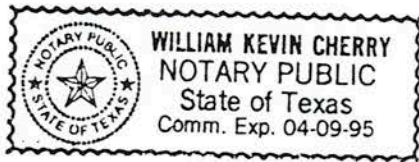
PRA/SII BENTLEY VILLAGE PARTNERS, LTD.,
a Texas limited partnership

By: PROVIDENT REALTY ADVISORS, INC.,
a Texas corporation,
its General Partner

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation acting as the general partner of PRA/SII BENTLEY VILLAGE PARTNERS, LTD., a Texas limited partnership, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of July, 1993.

William Kevin Cherry
Notary Public
State of Texas



My Commission Expires:

7/2/95