

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

After Recording Return to:

L G Land J.V.
P.O. Box 181
Mansfield, Texas 76063

**Amended and Restated Declaration of Covenants, Conditions, and Restrictions for
TUSCANY ON WALNUT CREEK
an office subdivision**

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions is made on January 25, 2008 at Mansfield, Texas, by **L G Land J V, a Texas General Partnership** ("Declarant"), whose mailing address is P.O. Box 181, Mansfield, Texas 76063.

INTRODUCTION

A. This Amended and Restated Declaration of Covenants, Conditions, and Restrictions replaces the Declaration of Covenants, Conditions, and Restrictions for Tuscany on Walnut Creek, an office subdivision, filed in the Tarrant County Property Records under Instrument Number D205221428.

B. Declarant is the owner of all that certain real property (the "Property") located in Tarrant County, Texas, described as follows: As described in **Exhibit A** which is attached hereto and incorporated herein as if copied in full.

C. Dr. Atul Masters and Hena Masters (the "Masters") own a Lot in the Property described as Lot 10R Block 1, of Tuscany on Walnut Creek, an Addition to the City of Mansfield, Tarrant County, Texas, according to the Map thereof recorded in Cabinet A, Slide 10585, of the Plat Records of Tarrant County, Texas.

D. The Declarant has devised a general plan for the entire Property as a whole, and any contiguous property subsequently acquired by Declarant or its assigns, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

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

F. As part of the general plan, Declarant plans to convert one or more Lots into non-residential condominiums, which shall be subject to its own Declaration and Restrictions as well as these Restrictions.

G. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

H. The Masters join the Declarant and consent to restricting the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

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

I. DEFINITIONS

1.01 Association. "Association" means an incorporated association known as **TUSCANY ON WALNUT CREEK POA, INC.** consisting of all Owners, which shall have the duty of maintaining, operating, and managing the Common Area as provided in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot, without any further documentation of any kind.

1.02 Board. "Board" means the Board of Directors of the Association.

1.03 Committee. "Committee" means the Architectural Control Committee created in these Restrictions.

1.04 Common Area. "Common Area" means Lot A and any portion of individual lots which are landscaped for the common good of the property owners, subject to all easements and rights described in this Declaration.

1.05 Developer. "Developer" means Declarant and its successors and assigns who acquire more than 6 undeveloped Lots from Declarant for the purpose of development.

1.06 Development. "Development" means the entire office subdivision, as described by Exhibit A, attached hereto and incorporated herein, and known as Tuscany on Walnut Creek, an office subdivision.

1.07 Lot. "Lot" means any of the plots of land shown on the plat and subdivision map recorded in the Plat records of Tarrant County, Texas, or any condominium on the Property.

1.08 Map. "Map" means the Plat of the Development attached to this Declaration as Exhibit A. The large, original Map is recorded under Cabinet A, Slide 10368 in the real property records of Tarrant County, Texas.

1.09 Owner. "Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built an office property. "Owner" includes condominium owners and contract sellers but excludes persons having only a security interest.

1.10 Qualified Person. A "qualified person" means a person who is a licensed architect, landscape architect, licensed general contractor, employee of developer, or member of the Board.

1.11 Restrictions or Declaration. "Restrictions" and "Declaration" mean this Declaration of Covenants, Conditions, and Restrictions for Tuscany on Walnut Creek, an office subdivision.

II. ARCHITECTURAL CONTROL

2.01 Architectural Control Committee. Developer shall designate and appoint an Architectural Control Committee consisting of not less than 3 Qualified Persons, which shall serve at the pleasure of the Developer. After the Developer no longer owns any Lot, the Architectural Control Committee shall serve at the pleasure of the Board.

2.02 Approval of Plans and Specifications. The Architectural Control Committee must review and approve in writing all of the following projects on the Property:

- a. Construction of any building, fence, wall, or other structure.
- b. Any exterior addition, change, or alteration in any building, fence, wall, or other structure.
- c. Any landscaping or grading of any Lot or Lots.

2.03 Application for Approval. To obtain approval to do any of the work described in Section 2.02, an Owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work.

2.04 Standard for Review. The Architectural Control Committee shall review applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

2.05 Failure of Committee to Act. If the Architectural Control Committee fails either to approve or reject an application for proposed work within 30 days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

III. EXTERIOR MAINTENANCE

3.01 Exterior Maintenance. If an Owner of any Lot fails to maintain the premises in a neat and orderly manner and fails to correct the condition within ten (10) days of transmission of a written notice specifying the defective condition and the corrective action required, the Developer and/or the Architectural Control Committee shall have the discretion to determine compliance or noncompliance of any Owner with the requirements of this Article. The Developer and/or the Architectural Control Committee shall have the right, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, including landscaping, and the exterior of any buildings and other improvements located on the Lot, all at the expense of the Owner.

IV. USE RESTRICTIONS

4.01 Architectural Standards Office Use Only. All Lots shall be used for commercial office purposes only, which use includes but is not limited to the use and operation of any medical or professional office.

4.02 Type of Buildings Permitted. No building shall be erected, altered, or permitted on any Lot other than commercial offices and buildings of those types legally permitted by the City of Mansfield, including special use and planned development designs.

4.03 Design, Minimum Floor Area, and Exterior Walls. The exterior building design including the roof shall be Mediterranean styling or character as approved by the Architectural Control Committee. All exterior colors, textures, and materials must be compatible not only with this specified design motif but also with adjacent and surrounding Lots, and over-all community appearance.

4.04 Setbacks. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines as established by the City of Mansfield, Texas.

4.05 Further Subdivision or Consolidation. No Lot shall be subdivided or split unless Declarant first gives its consent. If consent is obtained and the lot is subdivided the building setback requirements shall apply to the resulting building site as if it were one original, platted Lot.

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

4.07 Noxious or Offensive Activities Prohibited. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

4.08 Prohibited Uses. No structure not approved by the Architectural Control Committee, including but not limited to trailers, mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessory structures, shall be used on any Lot at any time, either temporarily or permanently. No building or structure maintained on the Property shall be used as a residence, overnight accommodation or permanent or temporary lodging of any type without the prior authorization of the Developer and/or the Architectural Control Committee.

4.09 Signs. No signs of any type shall be allowed on any Lot except as permitted by the Architectural Control Committee and the city of Mansfield. However, Developer, as well as any other person engaged in the construction and sale of the Property shall have the right, during the construction and sales period, to construct and maintain signs advertising the construction and sale.

4.10 Rubbish, Trash and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers, which

shall be placed by Declarant or the Association and approved by the Committee. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris.

4.11 Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless the system is approved by the Architectural Control Committee and designed, located, and constructed in accordance with the requirements, standards, and recommendations of the City of Mansfield. Approval of the system as installed shall be obtained from that authority and the Architectural Control Committee.

4.12 Water Supply. No individual water-supply system shall be permitted on any lot unless the system is approved by the Architectural Control Committee and designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the City of Mansfield. Approval of the system as installed shall be obtained from that authority and the Architectural Control Committee.

4.13 Construction of Improvements. All improvements to each Lot shall be designed and constructed by Tuscany WC Builders, LLC unless written consent from Tuscany WC Builders, LLC is obtained to allow construction by another entity.

4.14 Mineral Rights. All oil, gas and other mineral rights will be retained by the Declarant and reserved in the vesting deed.

4.15 Sight Distance at Intersections. No fence, wall, hedge, or shrub planting that obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot in the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines as extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of intersections unless the foliage line is maintained to meet the sight line requirements set forth above.

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

4.17 Fences, Walls, Hedges, and Utility Meters. No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main structure on such Lot, except for decorative subdivision entry fences.

4.18 Trucks, Buses, and Trailers. No truck or bus (except a passenger van or truck for personal use) or trailer shall be left parked in the street in front of any Lot, except for construction and repair equipment while a structure or structures are being built or repaired in the immediate vicinity.

4.19 Prohibited Activities. No professional, business, or commercial activity to which the property is not properly zoned for shall be conducted on any Lot.

4.20 Wood-Burning Stoves and Fireplaces. No fireplace or wood-burning stove shall be installed or used on any Lot unless it meets the requirements and standards of the City of Mansfield.

4.21 Poles, Masts, and Antennas. No poles, masts, antennas, or satellite dishes of any type, size, or height shall be installed on any Lot unless approved by the Architectural Control Committee.

4.22 Water Softeners and Air Conditioning Equipment. No water softener shall be installed or used that discharges effluent brine into the sewage system. Location, type, and screening of water softeners and air conditioning units shall be first approved by the Architectural Control Committee before installation or use.

4.23 Landscaping. Each Owner shall be required to fully irrigate and landscape his lot in accordance to a plan which is approved by the Architectural Control Committee.

IV. EASEMENTS; RESERVATION OF EASEMENTS; SHARED PARKING

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

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

5.03 Underground Telephone and TV Cable/Data Services. All lots shall be served by local franchise of telephone and TV Cable via underground cables in accordance to generally acceptable standards.

5.04 Shared Parking. All parking spaces in the Development are subject to a shared parking arrangement with all Owners. No parking spaces, whether owned by an Owner or Declarant, are reserved parking spaces, nor will any parking spaces be reserved in the future.

VI. ASSOCIATION CREATION

6.01 Association. The Owners shall constitute the Association. Each Owner of a Lot, including Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot (or an undivided interest in a Lot) is the sole criterion for membership in the Association.

6.02 Transfer of Membership. Association membership can only be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

6.03 Management of Association. The Association shall be incorporated as a nonprofit corporation and known as **TUSCANY ON WALNUT CREEK POA, INC.** The Association shall be managed by the Board pursuant to the procedures set forth in the Association's Certificate of Formation and bylaws, subject to this Declaration. Condominium Owners shall not be entitled to serve on the Board for Tuscany on Walnut Creek POA, Inc. unless such owner also owns a separate Lot.

6.04 Voting Rights. Each Owner shall have one vote per square foot of occupied office space, as determined by the building permit filed with the City of Mansfield, Texas. There shall be at least one meeting of the membership each year. At that meeting, the Owners shall elect a Board consisting of at least three (3), but no more than five (5) directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership. Cumulative voting shall not be allowed.

6.05 Duties and Powers of Board. Through the Board, the Association shall have the following powers and duties:

- a. To adopt rules and regulations to implement this Declaration and the Association's bylaws.
- b. To enforce this Declaration, the bylaws, its rules and regulations.
- b. To elect officers of the Board and select members of the Architectural Control Committee when that power devolves to the Board.
- d. To delegate its powers to committees, officers, or employees.
- e. To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.
- f. To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, excluding Developer.
- g. To establish and collect special assessments for capital improvements or other purposes.

- h. To file liens against unit owners because of nonpayment of assessments duly levied and to foreclose on those liens.
- i. To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.
- j. To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.
- k. To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings.
- l. To hold regular meetings of the Board at least annually.
- m. To manage and maintain all of the Common Area in a state of high quality and in good repair.
- n. To pay taxes and assessments that could become a lien on the Common Area.
- o. To pay the costs of any liability insurance and fire insurance on the Common Area and any liability insurance for members of the Board.

VII. GENERAL PROVISIONS ENFORCEMENT

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

7.02 Severability. Invalidity of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

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

7.04 Duration and Amendment. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years subject to termination by an instrument signed by more than fifty percent (50%) of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than seventy-five percent (75%) of the Owners. Neither any amendment nor any termination shall be effective until recorded in the

deed records of Tarrant County, Texas, and all requisite governmental approvals, if any, have been obtained.

7.05 Claims and Controversies. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

7.06 Liberal Construction. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property. Any conflicts or inconsistencies shall be resolved by the Architectural control Committee and such shall be binding.

Executed this 25 day of January, 2008

DECLARANT:

L G Land J V, a Texas General Partnership

By: Third Oak Partners, Ltd., Partner

By: Cowtown Land Company, Inc., Its General Partner

By: _____

Larry Nix, President

THE MASTERS:

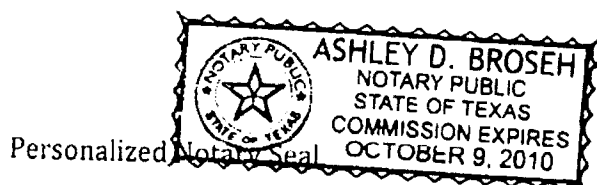
Amul Masters
DR. ATUL MASTERS

Hena Masters
HENA MASTERS

STATE OF TEXAS §
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COUNTY OF TARRANT §

Before me, the undersigned Notary, on this day personally appeared **Larry Nix**, the President of Cowtown Land Company, Inc., General Partner of Third Oaks Partners, Ltd., Partner of **L G Land J V, a Texas General Partnership**, known to me to be the person whose name subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal of office on this the 25th day of January 2008

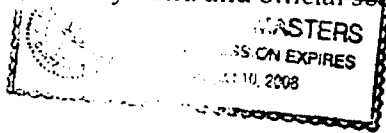


Ashley D Brose
Notary Public in and for the State of Texas

STATE OF TEXAS §
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COUNTY OF TARRANT §

Before me, the undersigned Notary, on this day personally appeared Dr. Atul Masters, known to me to be the person whose name subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal of office on this the 4th day of Feb, 2008



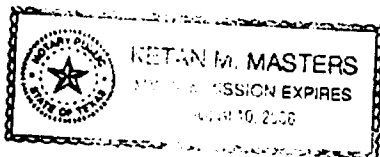
Ketan M. Masters
Notary Public in and for the State of Texas

Personalized Notary Seal

STATE OF TEXAS §
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COUNTY OF TARRANT §

Before me, the undersigned Notary, on this day personally appeared Hena Masters, known to me to be the person whose name subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal of office on this the 4th day of Feb, 2008

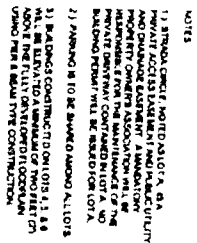


Ketan M. Masters
Notary Public in and for the State of Texas

Personalized Notary Seal

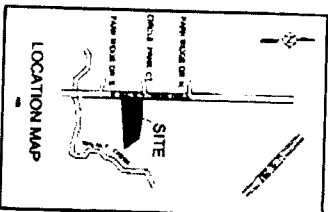
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EXHIBIT A



LOAD TABLE		
LOAD	LENGTH	BEARING
1.1	24.42	NON-STEERING
1.2	27.36	NON-STEERING
1.3	30.30	NON-STEERING
1.4	33.24	NON-STEERING

NOTE
RUE 2003 SETBACK IS MAY VARY BASED ON
THE PRESENCE IN THE PHOTOGRAPH STANDARDS
OF THE STAINING ORIGINATOR

[illegible][illegible]

ENGINEER/SURVEYOR
WILLIAM M. SMITH & ASSOC.
400. MARY STREET
ARLINGTON, TEXAS 76010
817-265-7166
817-861-0339 FAX

OWNER/DEVELOPER
LG LAND, J.V.
2715 SOUTH COOPER STREET
ARLINGTON, TEXAS 76015
817-217-6600
817-217-4545

TUSCANY ON WALNUT CREEK
5.094 acres out of the
F. B. Waddell Survey
Abstract No. 1658
Mansfield, Tarrant County, Texas
April 2005
11 Lots

SD#05-018