

AFTER RECORDING RETURN TO:
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006513

**AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WELLINGTON OF FLOWER MOUND, DENTON COUNTY, TEXAS**

THIS AMENDED AND RESTATED MASTER DECLARATION is made this 16th
day of JANUARY, 1995, by FIELDCREST DEVELOPMENT JOINT VENTURE, a
Texas joint venture (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Flower Mound Associates Joint Venture, a Texas joint venture, executed and recorded that certain Master Declaration of Covenants, Conditions and Restrictions for Wetherstone (the "Initial Declaration") dated December 29, 1992, recorded in Volume 3423, Page 200 of the Real Property Records of Denton County, Texas; and

WHEREAS, Declarant has acquired all of the right, title and interest of Flower Mound Associates Joint Venture in and to the real property encumbered by the Initial Declaration, including all of Flower Mound Associates Joint Venture's rights as the "Declarant" under the Initial Declaration; and

WHEREAS, Declarant, as the owner of all of the real property encumbered by the Initial Declaration, desires to amend and restate, in its entirety, the Initial Declaration; and

WHEREAS, Declarant is the owner of the real property referred to in Article II hereof and described on Exhibit "A" attached hereto and made a part hereof for all purposes, and desires to create thereon a residential community with residential lots, open spaces, landscaping, sprinkler systems, streets, common lighting, fencing, drives, screening walls, and other common improvements for the benefit of the community; and

WHEREAS, Declarant desires to provide for, among other matters, the preservation of the values and amenities in said community and for the maintenance of said open spaces,

landscaping, sprinkler systems, streets, common lighting, fencing, drives, screening walls, and other common improvements; and, to this end, desires to subject the real property referred to in Article II, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each and every owner of any part thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an owners' association to which would be delegated and assigned the powers of (i) maintaining and administering the common properties and facilities, (ii) administering and enforcing the covenants and restrictions contained herein, and (iii) collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused or will cause a non-profit corporation to be incorporated under the laws of the State of Texas for the purpose of effecting the intents and objectives herein set forth.

NOW, THEREFORE, Declarant declares that the real property referred to in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

(a) "Annexation Declaration" shall have the meaning set forth in Section 2.02(a) hereof.

(b) "Architectural Control Committee" shall mean and refer to the architectural control committee described in Article X hereof.

(c) "Articles of Incorporation" shall mean and refer to the articles of incorporation of the Association as may be amended from time to time.

(d) "Association" or "Master Association" shall mean and refer to a Texas non-profit corporation, formed or to be formed by Declarant which will have the power, duty and responsibility of maintaining and administering the Common Properties, and collecting and disbursing the assessments and charges hereinafter prescribed, and will have the right to administer and enforce the Covenants and Restrictions.

(e) "Board" or "Board of Directors" shall mean and refer to the board of directors of the Association.

(f) "Bylaws" shall mean and refer to the bylaws of the Association, as may be amended from time to time.

(g) "Class A Members" shall have the meaning set forth in Section 3.02 hereof.

(h) "Class B Members" shall have the meaning set forth in Section 3.02 hereof.

(i) "Common Properties" shall mean and refer to (i) those certain drives, street lights, street signs, traffic control devices, parkway areas, landscaped medians, landscaping improvements, plantings, screening walls, fencing, sprinkler systems, and easements, among other amenities, as are more particularly described on Exhibit "B" attached hereto and made a part hereof for all purposes, all of which are intended to be devoted to the common use and enjoyment of the Owners; and (ii) any areas of land, improvements or other property rights within the Properties which are known, described or designated or which shall subsequently become known, described or designated as Common Properties intended for or devoted to the common use and enjoyment of the Owners, together with any and all improvements that are now or may hereafter be constructed thereon. In certain circumstances, Common Properties may not be owned by the Declarant or the Association in fee, but may, in some instances, be held as an easement, be leased or may simply be areas of land that are not owned or leased by the Declarant or the Association but which are maintained by the Association or the Declarant for the use and benefit of the Owners and the Properties. The Declarant may hold record title to all or a portion of the Common Properties, consistent with the objectives envisioned herein and subject to the easement rights herein of the Owners to use and enjoy the Common Properties, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by the Declarant) after the Association has been incorporated, record title to those portions of the Common Properties which are owned by the Declarant in fee, as an easement or otherwise will be transferred from the Declarant to the Association.

(j) "Declarant" shall mean and refer to Fieldcrest Development Joint Venture, a Texas joint venture, and its successors and assigns, if such successors and/or assigns become same by operation of law, or should (i) such successors and/or assigns acquire all or substantially all of the Properties from Declarant for the purpose of development, and (ii) any such assignee receives by assignment from Declarant all or a portion of its rights hereunder as such Declarant, by an

instrument expressly assigning such rights of Declarant to such assignee. No person or entity purchasing one or more Lots from Declarant in the ordinary course of business shall be considered as "Declarant".

(k) "Declaration" or "Master Declaration" shall mean and refer to this Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Wellington of Flower Mound, Denton County, Texas, and all amendments and supplements hereto.

(l) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Properties, as amended from time to time, which is designated as a lot thereon and which is or will be improved with a residential dwelling. Some portions of the Common Properties may be platted as a "lot" on the recorded subdivision plat, however, these lots shall be excluded from the concept and definition of lot as used herein.

(m) "Member" shall mean and refer to each Owner as provided in Article III hereof.

(n) "Owner" shall mean and refer to every person or entity, including Declarant, who is a record owner of a fee or undivided fee interest in any portion of the Properties. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

(o) "Plat" shall mean and refer to any final subdivision plat of any portion of the Properties duly recorded in the Map or Plat Records of Denton County, Texas.

(p) "Properties" shall mean and refer to the real property subject to this Declaration as described on Exhibit "A" attached hereto, together with such additions as may hereafter be made thereto (as provided in Article II).

(q) "Subassociation" shall mean and refer to any Texas nonprofit corporation or unincorporated association organized and established by Declarant or with Declarant's written approval pursuant to or in connection with a Supplemental Declaration.

(r) "Supplemental Declaration" shall have the meaning set forth in Section 2.03 hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO; SUPPLEMENTAL DECLARATIONS

2.01 Existing Properties. The Properties which are, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration are located in the Town of Flower Mound (the "Town"), Denton County, State of Texas, and are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

2.02 Additions to Properties. Additional land(s) may become subject to this Declaration in any of the following manners:

(a) It is contemplated that Declarant will develop or caused to be developed all or a portion of the real property described on Exhibit "C" attached hereto and made a part hereof for all purposes (the "Additional Land") for residential purposes. The Declarant may (but is under no duty or obligation to) add or annex additional real property, including all or any portion of the Additional Land, to the scheme of this Declaration by filing of record an Annexation Declaration of Covenants, Conditions and Restrictions ("Annexation Declaration") which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property; provided, however, that such Annexation Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not materially inconsistent with this Declaration in a manner which adversely affects the concept of this Declaration.

(b) In the event any person or entity other than the Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Association.

(c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 2.02, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

(d) The Declarant shall have the right and option, without the joinder, approval or consent of any person(s) or entity(ies), to cause the Association to merge or consolidate with any similar association then having jurisdiction over real property located (in whole or in part) within two (2) miles of any real property then subject to the jurisdiction of the Association. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other properties as one scheme.

(e) Notwithstanding the fact that the Declarant may not be an Owner by virtue of its sale, transfer or conveyance of all of its right, title, and interest in the Properties, the Declarant shall continue to be entitled to implement and exercise all its rights under and pursuant to this Section 2.02 and all of the subsections hereof. Even though the Declarant may not be a Class A or Class B Member prior to an annexation, merger or consolidation permitted by this Section 2.02, subsequent to such annexation, merger or consolidation, the

Declarant shall be and become a Class B Member with respect to the real property owned by it within the Properties, as such Properties have been expanded or increased by the annexation, merger or consolidation. The Declarant's rights as a Class B Member shall be governed by and set forth in this Declaration and the Articles of Incorporation and Bylaws of the Association, as same may be amended or altered by, and in accordance with, the annexation, merger or consolidation.

2.03 Development of Properties. It is contemplated that the Properties will be developed pursuant to a master concept plan, which may, from time to time, be amended or modified, in which the development of and restrictions upon each portion thereof will benefit each other portion and the whole thereof. As each area is developed or dedicated, Declarant may record one or more supplemental declarations ("Supplemental Declarations") and designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that area. Any Supplemental Declaration may, but need not, provide for the establishment of a Subassociation to be comprised of Owners within the area subject thereto. Any Supplemental Declaration may provide its own procedure for the amendment of any provisions thereof. All lands, improvements and uses in each area so developed shall be subject to both this Master Declaration and the Supplemental Declaration, if any, for that area.