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DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

MILL VALLEY

Popular Name of Development:	**Mill Valley**
Name of Platted Subdivision:	**Mill Valley**
Location of Subdivision:	**Mansfield, Ellis and Johnson Counties, Texas**

This document pertains to a residential development known as Mill Valley, located in the City of Mansfield, Ellis and Johnson Counties, Texas.

Declarant: Jabez Development, L.P., a Texas limited partnership

AFTER RECORDING RETURN TO:

JUDD A. AUSTIN, JR.
HENRY ODDO AUSTIN & FLETCHER, P.C.
1700 PACIFIC AVENUE
SUITE 2700
DALLAS, TEXAS 75201

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

MILL VALLEY

NOTICE TO PURCHASER: MILL VALLEY IS A DEED RESTRICTED COMMUNITY. THIS DOCUMENT AFFECTS YOUR RIGHT TO USE THE PROPERTY YOU ARE PURCHASING. BY PURCHASING PROPERTY IN MILL VALLEY, YOU ARE BOUND BY ALL OF THE TERMS OF THIS DOCUMENT, INCLUDING ANY DESIGN GUIDELINES NOW OR HEREAFTER ADOPTED AND THE RULES AND REGULATIONS INCORPORATED HEREIN.

This Declaration of Covenants, Conditions, and Restrictions for Mill Valley ("Declaration") is made and entered into to be effective as of the _____ day of _____, 20___, by Jabez Development, L.P., a Texas limited partnership (together with its successors and assigns, "Declarant").

RECITALS:

A. Declarant desires to establish a general plan of development for the planned community to be known as Mill Valley. Declarant also desires to provide a reasonable and flexible procedure by which Declarant may expand the Property, herein defined, to include additional real property, and to maintain certain development rights that are essential for the successful completion and marketing of the Property.

B. Declarant further desires to provide for the preservation, administration, and maintenance of portions of Mill Valley, and to protect the value, desirability, and attractiveness of Mill Valley. As an integral part of the development plan, Declarant deems it advisable to create a property owners association to perform these functions and activities more fully described in this Declaration and the other Government Documents described below.

C. Declarant owns all of that 61.703 acres, more or less, tract of real property ("Property") in Ellis and Johnson Counties, Texas, more particularly described by on Exhibit A attached hereto and incorporated herein by this reference.

D. The Property has been or is to be subdivided pursuant to the Plat and known as "Mill Valley" (herein so called). Mill Valley is to be developed as a quiet, high quality, private-single family, residential community. It is the intent of Declarant that all homes and other improvements in Mill Valley shall be compatible with all other homes and improvements in the community, that they be in harmony with their natural surroundings, and that the agricultural and wildlife conservation uses of the land be continued and enhanced as appropriate and consistent with the terms hereof.

E. Declarant desires to adopt, establish, promulgate, and impress upon the Property the following reservations, covenants, restrictions, conditions, assessments, and liens for the benefit of Declarant, the Association, the Property, and the present and future Owners of the Property.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Recitals set forth above shall be a part of this Declaration and all the Property and each of the Lots which comprise the Property shall, to the fullest extent lawful, be held, sold, and conveyed subject to the following reservations, covenants, restrictions, conditions, assessments, and liens (collectively the "Restrictions," including, but not limited to, those matters set forth in the Planned Development Standards or Design Guidelines) and the Restrictions shall run with the Property and each of the Lots and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any Lot or any part thereof, and shall inure to the benefit of Declarant, the present and future owner(s) of the Property, the Association, and their respective heirs, successors, executors, administrators, and assigns. **THE RESTRICTIONS SHALL BE DEEMED INCORPORATED INTO EACH DEED COVERING THE PROPERTY OR ANY LOT OR ANY PART THEREOF AS IF SET OUT FULLY IN SUCH DEED.**

ARTICLE 1 – DEFINITIONS

1.1 SPECIFIC DEFINITIONS. The following words or phrases, whether or not capitalized, when used in this Declaration, or any supplemental declaration, unless the context shall prohibit, shall have the following meanings:

"ACC" shall mean the Architectural Control Committee of the Association.

"Applicable Law" means the statutes and public laws, codes, ordinances, and regulations in effect at the time a provision of the Declaration is applied, and pertaining to the subject matter of the Declaration. Statutes and ordinances specifically referenced in the Declarations are "Applicable Law" on the date of the Declaration, and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

"Association" shall mean a Texas non-profit corporation formed to act as a property owners association and named Mill Valley Community Association, Inc. (or such other name as Declarant shall select), its successors and assigns. Until transition of the Association to the Owners, Declarant shall have all of the rights, powers, and authority of the Association but not the obligations of the Association unless specifically assumed herein. The failure of the Association to maintain its corporate charter, from time to time, does not affect the existence or legitimacy of the Association, which derives its authority from this Declaration, the Certificate, the Bylaws, and Applicable Law.

"Board" shall mean the Board of Directors of the Association.

"Builder" shall mean any person or entity who purchases one (1) or more Lots for the purpose of constructing residential dwellings for later sale to consumers in the ordinary course of such person's or entity's business.

"Building Code" shall mean the applicable building code adopted by the County Seat of the County in which the Lot is located or, if a code has not been so adopted, the 2008 version of the International Residential Code (without reference to the energy code contained therein), as amended, supplemented or replaced from time to time.

"Bylaws" shall mean the Bylaws of the Association.

"Certificate" shall mean the Certificate of Formation of the Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

"City" shall mean the City of Mansfield, Ellis and Johnson Counties, Texas.

"Common Area" shall mean the entrances and landscaping thereof, and any and all other areas of land within the Property which are described or designated as common green, recreational easements, greenbelts, open spaces or private streets on any recorded subdivision Plat of the Property or other instrument or intended for or devoted to the common use and enjoyment of the Owners of the Association, and including all equipment, accessories and machinery used in the operation or maintenance of any of such Common Area and any additions to or replacements of such Common Area. By way of example, and not by way of limitation, Common Area may include any entry features, pool or amenity center, signage, landscape easements, recreational facilities, trails, playground equipment, and/or other similar items. There may or may not be Common Area at the Property. Declarant may hold record title to any Common Area, consistent with the objectives envisioned herein and subject to the easement rights herein of the Owners to use and enjoy the Common Area, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by Declarant) record title to the Common Area will be formally transferred from Declarant to the Association.

"Declarant" shall mean Jabez Development, L.P., a Texas limited partnership, and its successors or assigns.

Declarant enjoys special rights and privileges to help protect its investment in the Property. These special rights are described in this Declaration. Many of these rights do not terminate until either Declarant: (i) has conveyed all Lots which may be created out of the Property; or (ii) voluntarily terminates these rights by a Recorded written instrument.

"Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions for Mill Valley, as amended and/or supplemented from time to time.

"Design Guidelines" or "Planned Development Standards" shall mean the Design Guidelines which may be promulgated and published by the ACC, and as may be as amended from time to time, as described herein. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Property.

"Development Period" means the period during which Declarant reserves the right to facilitate the development, construction, and marketing of the Property and the right to direct the size, shape, and composition of the Property, pursuant to the rights and reservations contained in this declaration, to the full extent permitted by Applicable Law. If Applicable Law requires a stated term, the Development Period runs continuously from the date this Declaration is recorded until the earliest of the following events: (1) ten years after this Declaration is recorded, or (2) the date on which every Lot in the Property is improved with a dwelling. No act, statement, or omission by the Association may terminate the Development Period earlier than the term stated herein. Declarant, however, may terminate the Development Period at any earlier time by recording a notice of termination. The Development Period is for a term of years or until the stated status is attained and does not require that Declarant own a Lot or any other land in the Property.

"Declarant Control Period" means that period of time during which Declarant controls the operation and management of the Association by appointing at least a majority of the directors of the Association, pursuant to the rights and reservations contained in this Declaration, to the fullest extent and for the maximum duration permitted by Applicable Law. The Declarant Control Period shall run continuously from the date of this Declaration is recorded until 120 days after seventy-five percent (75%) of the Lots that may be created on the Property have been improved with dwellings thereon and conveyed to Owners other

than Builders or Declarant, or their respective affiliates. In no event shall the Declarant Control Period last longer than fifteen years after the date on which the Declaration is recorded. No act, statement, or omission by the Association may terminate the Declarant Control Period earlier than the term stated herein. Declarant, however, may terminate the Declarant Control Period at any earlier time by publicly recording a notice of termination. The Declarant Control Period is for a term of years or until the stated status is attained and does not require that Declarant own a lot or any other land in the Property.

"Governing Documents" shall mean, singly or collectively as the case may be, the Plat, this Declaration, the Bylaws of the Association, the Certificate of Formation, the Rules of the Association, if any, all of which may be adopted, amended, supplemented, restated, or repealed from time to time. Although Governing Documents reference each other and may be recorded contemporaneously, each instrument is independent and may be amended pursuant to its own terms or Applicable Law.

"Improvement" shall mean all physical enhancements and alterations to the Property, including but not limited to grading, clearing, removal of trees, and site work, and every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, alteration of drainage flow, mailboxes, poles, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennae, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

"Initial Owner" shall mean the first purchaser of each Lot from Declarant.

"Law-Based Sections" shall refer to those section in Exhibit B and address a referenced State law relating to an Owner's use of his Lot. The Law-Based Sections are to be liberally construed to give effect to the purposes and intent of the underlying statutes. The Association must remain mindful that certain actions are controlled by State law, that State law is subject to change, that State law should be consulted for applicability whenever enforcement issues arise, and that **the Law-Based Sections should not be changed or terminated without advice of legal counsel regarding applicable law then in effect**. Due to changes in State law, the Law-Based Sections may be amended by the Association without vote of the Owners.

"Lot" shall mean any one of the separate lots identified on the Plat that make up all or part of the Property.

"Lots" shall mean any two or more such lots.

"Mill Valley" shall mean the Subdivision referred to in the Recitals above as established by the Plat and this Declaration.

"Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, and his or its respective heirs, successors, personal representatives, and assigns. Mortgagees and creditors who acquire title to a Lot through foreclosure or a deed in lieu of foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners. Every Owner is a member of the Association.

"Plat" shall mean the final plat of "Mill Valley", an Addition to the City of Mansfield, Ellis and Johnson Counties, Texas, to be recorded in the Real Property Records of Ellis and Johnson Counties, Texas,

and/or in the Map or Plat Records of Ellis and Johnson Counties, Texas, and any and all amendments, modifications, revisions or replats to or of said plat, and any final plat of any Annexable Land expressly annexed and made subject to this Declaration.

"Property" shall mean all the real property identified on Exhibit A attached hereto and incorporated herein by this reference, and any additions thereto.

"Residence" shall mean a single family residential dwelling constructed or to be constructed on any Lot.

"Resident" shall mean individual that lives at or takes up residence on the Owner's Lot.

"Restrictions" shall mean the Restrictions described in the Declaration section above.

"Roads" means collectively the streets and roads within the Property, whether public or private.

"Rules and/or Regulations" means any and all rules and/or regulations promulgated by Declarant or the Board, as amended from time to time. The Rules and Regulations may, at the discretion of Declarant or the Board, be incorporated into and made a part of the Design Guidelines.

1.2 OTHER DEFINITIONS. Other terms are defined in other sections of this Declaration and are incorporated herein by this reference.

TABLE 1: RESTRICTIONS	
Declaration (Recorded)	Creates obligations that are binding upon the Association and all present and future owners of Property.
Certificate of Formation (Recorded)	Establishes the Association as a Texas nonprofit corporation.
Bylaws (Recorded)	Governs the Association's internal affairs, such as elections, meetings, etc.
Design Guidelines (if adopted, Recorded)	Governs the design and architectural standards for the construction of Improvements and modifications thereto. The Declarant shall have no obligation to adopt the Design Guidelines.
Rules and Regulations (if adopted, Recorded)	Regulates the use of property, activities, and conduct within the Property or the Common Area.
Board Resolutions (adopted by the Board of the Association)	Establishes rules, policies, and procedures for the Property, Owners, and the Association.

ARTICLE 2 – SUBJECT TO DOCUMENTS

2.1 SUBJECT TO DOCUMENTS OF RECORD. The Property is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms of all publicly recorded documents, and all other publicly recorded instruments that touch and concern the land, run with the Property, and bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns.

2.2 COVENANTS IN PLAT. The dedications, covenants, limitations, restrictions, easements, notes, and reservations shown on the Plat are hereby incorporated by reference as covenants running with the land. Each Owner must inform himself about the Plat's covenants on the Lot. Similarly, the Association is bound by the platted covenants on Common Areas.

2.3 OWNER AGREES TO BE BOUND. Each Owner, by impliedly or expressly accepting or acquiring an ownership interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance,

covenants and agrees to be bound by this Declaration, the Plat, and the Governing Documents. Each Owner acknowledges that the Governing Documents may be amended, supplemented, or restated from time to time. Each Owner agrees to maintain any easement that crosses Owner's Lot and for which the Association does not have express responsibility.

NOTICE
The Restrictions are subject to change from time to time. By owning or occupying a Lot, you agree to remain in compliance with the Restrictions, as they may change from time to time.

ARTICLE 3 – PROPERTY EASEMENT

3.1 GENERAL. In addition to other easements and rights established by the Governing Documents, the Property is subject to the easements and rights contained or referenced herein.

3.2 OWNERS EASEMENTS OF ENJOYMENT. Subject to the provisions of subsection, every Owner and every tenant of every Owner, who resides on a Lot, and each individual who resides with either of them, on such Lot shall have a right and easement of use, recreation and enjoyment in and to the Common Area, subject to other rights contained in the Governing Documents, and such easement shall be appurtenant to and shall pass with the title of every Lot, provided, however, such easement shall not give such person the right to make alterations, additions or improvements to the Common Area.

3.3 OWNER'S INGRESS/EGRESS EASEMENT. Every Owner is granted a perpetual easement over the Property's streets, as may be reasonably required, for vehicular ingress to and egress from Owner's Lot.

3.4 EXTENT OF OWNER'S EASEMENTS. The rights and easements of use, recreation, and enjoyment created hereby shall be subject to the following:

(a) The right of the Association to prescribe Rules and Regulations governing, and to charge fees and or deposits related to, the use, operation and maintenance of the Common Area, and the use, occupancy, and enjoyment of the Property;

(b) Liens or mortgages placed against all or any portion of the Common Area with respect to the monies borrowed by Declarant to develop and improve the Property or by the Association to improve or maintain the Common Area;

(c) The right of the Association to enter into and execute contracts with any party (including, without limitation, Declarant) for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Association;

(d) The right of Declarant or the Association to take such steps as area reasonably necessary to protect the Common Area against foreclosure;

(e) The right of Declarant or the Association to suspend the right of any individual to use or enjoy any of the Common Area for any period during which any assessment (including, without limitation "fines") against a Lot resided upon by such individual remains unpaid, and for any period deemed reasonable by the Association for an infraction of the then-existing Rules and Regulations;

(f) The right of Declarant and/or the Association to dedicate or transfer all or any part of the Common Area to any municipal corporation, public agency, authority, or utility company for such purposes and upon such conditions as may be agreed upon by Declarant and the Owners having a majority of the outstanding eligible votes of the Association;

(g) The right of Declarant and/or the Association to convey, sell or lease all or part of the Common Area upon such terms and conditions as may be agreed upon by Declarant and the Owners having a majority of the outstanding eligible votes of the Association; and/or

(h) The right of Declarant or the Association to enter into and execute contracts with the owners-operators of any community antenna television system or other similar operations for the purpose of extending cable or utility service on, over or under the Common Area to ultimately provide service to one or more of the Lots.

3.5 OWNER'S RIGHT TO BUILD. That a Lot remains vacant and unimproved for a period of years, even decades, does not diminish the right of the Lot Owner to construct improvements on the Lot. Nor does a vacant Lot enlarge the rights of Owners or neighboring lots, who may have become so accustomed to the open space that they expect it to remain unimproved forever.

3.6 PERPETUAL EASEMENTS. All easements reserved or created in any part of this Declaration for the benefit of Declarant or the Association are perpetual. All easements reserved or created herein for the benefit of Declarant may be granted or assigned by Declarant, in whole or in part, on an exclusive or nonexclusive basis, to any third party. Utility easements reserved or created herein for the benefit of the Association may be granted or assigned by the Association, in whole or in part, on an exclusive or nonexclusive basis, to any public utility or utilities.

3.7 CONDEMNATION OR GOVERNMENTAL TAKING.

(a) If all or any part of the Common Area are taken by any authority having the power of condemnation or eminent domain or are conveyed in lieu thereof, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Area to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair any damage suffered by the condemnation. If all of the funds cannot be used in such manner, any remaining funds may be distributed equitably to the Owners.

(b) If, all, or any part of a Lot is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and the Owner elects not to restore the remainder of the Lot, then the Owner shall promptly remove any remaining improvements damaged or destroyed by such taking or conveyance and shall leave the Lot in orderly, safe and net condition.

(c) If any part of a Lot is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof and the Owner elects to restore the remainder of the Lot, then, subject to the provisions of this Declaration, the Owner shall diligently restore, within 90 days after the taking, the remainder of the Lot to the same condition it was in prior to such taking or conveyance.

3.8 ASSOCIATION'S ACCESS EASEMENT. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, grants to the Association an easement of access and entry over, across, under, and through the Property, including without limitation all Common

Areas and the Owner's Lot and all improvements thereon for the below-described purposes. If the exercise of this easement requires entry onto an Owner's Lot, the entry will be during reasonable hours and after notice to the Owner, unless entry is response to a situation that at the time of entry is deemed to be an emergency that may result in imminent damage to or loss of life or property. In exercising this easement on an Owner's Lot, the Association is not liable to the Owner for civil or criminal trespass. The Association may exercise this easement of access and entry for the following express purposes:

(a) To inspect the Lot for compliance with maintenance and architectural standards.

(b) To perform maintenance that is permitted or required of the Association by Governing Documents or by Applicable Law.

(c) To perform maintenance that is permitted or required of the Owner by the Governing Documents or by Applicable Law, if the Owner fails or refuses to perform such maintenance.

(d) To enforce architectural standards.

(e) To enforce use restrictions.

(f) To exercise any self-help remedy permitted by the Governing Documents or by Applicable Law.

(g) To enforce any other provision of the Governing Documents.

(h) To respond to emergencies.

(i) To assist utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.

(j) To perform any and all functions or duties of the Association as permitted or required by the Governing Documents or by Applicable Law.

(k) Maintenance of the Common Areas.

3.9 GENERAL EASEMENTS FOR DECLARANT. Declarant, so long as it shall retain record title to at least one (1) Lot, reserves for itself and for the Association the right and easement to the use of any Lot, or any portion thereof, as may be needed for repair, maintenance, or construction on any of the Property in accordance with these Restrictions.

ARTICLE 4 – SECURITY

4.1 SECURITY. The Association may, but is not obligated to, maintain or support certain activities within the Property designed, either directly or indirectly, to improve safety or the perception of safety in or on the Property. Each Owner and Resident acknowledges and agrees, for himself and his guests, that Declarant, the Association, and their respective directors, officers, shareholders, members, managers, committees, agents, and employees are not provides, insurers or guarantors of security within the Property. Each Owner and Resident acknowledges and accepts his sole responsibility to provide security for his own person and property, and assumes all risks for loss or damage to same. Each Owner and Resident further acknowledges that Declarant, the Association their respective directors, officers, shareholders, members, managers, committees, agents, and employees have made no representation or warranty, nor has the Owner

or Resident relied on any representation nor warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglar, and/or intrusion systems recommended or installed, or any security measures undertaken within the Property. Each Owner and Resident acknowledges and agrees that Declaration, the Association, and their respective directors, officers, shareholders, members, managers, committees, agents, and employees, may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. **EACH OWNER AND RESIDENT OF A LOT, AND THEIR RESPECTIVE GUESTS AND INVITEES, SHALL BE RESPONSIBLE FOR THEIR OWN PERSONAL SAFETY AND THE SECURITY OF THEIR PROPERTY WITHIN THE PROPERTY AND THE COMMON AREA.**

ARTICLE 5 – COMMON AREA

5.1 TITLE TO THE COMMON AREA. Declarant will hold record title to the Common Area for an indefinite period of time, subject to the easements set forth herein. The designation of real property as a Common Area may be determined by the Plat, the Declaration, the appraisal district, a taxing authority, a recorded deed into the Association, or any combination thereof. Mere ownership of the Property is not determinative. All costs attributable to Common Areas, including maintenance, property taxes, insurance, and enhancements, are automatically the responsibility of the Association, regardless of the nature of title to the Common Areas, unless this Declaration elsewhere provides for a different allocation for a specific Common Area. Declarant shall have the right and option (without the joinder and consent of any person or entity) to encumber, mortgage, design, redesign, reconfigure, alter, improve, landscape and maintain the Common Area. At some point in time (deemed reasonable and appropriate by Declarant), Declarant will convey title to the Common Area to the Association for the purposes herein envisioned. Declarant reserves the right to execute any open space declarations applicable to the Common Area which may be permitted by law in order to reduce property taxes.

5.2 USE. On the date of this Declaration, the Property's Common Area are intended for the exclusive use of the Owners and their guests and are not intended to be a public accommodation or a public facility within the meaning of the Americans with Disabilities Act. This provision may not be construed to prevent the Association from enlarging the use of a Common Area if such expansion is deemed to be in the best interest of the Association, or from opening a Common Area to use by the public if public use is a condition of a status or benefit that is deemed to be in the best interest of the Association.

5.3 CHANGE OF USE. From time to time, the Association may modify a Common Area on a temporary or long-term basis to respond to changing lifestyles, economies, environmental conditions, public policies, or recreational values, provided (1) the Board deems the modification to be in the best interest of the Association, and (2) the modification does not affect an agreement with or requirement of a public or quasi-public entity without the entity's written approval of the modification. Modification may include (without limitation) a change of use, or the removal, addition, relocation, or change o improvements on a Common Area. Unless required by a public or quasi-public entity, a modification does not require an amendment of this Declaration or of the Plat, even if a Common Area has been platted or improved for a particular use.

5.4 COMPONENTS OF COMMON AREA. The Common Area may be improved or unimproved, and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. The Common Area of the Property consists of the following components on or adjacent to the Property, even if located on a Lot or a public right-of-way:

(a) All of the Property, save and except the Lots.

(b) The land described in Exhibit A as the Common Area and all improvements thereon.

(c) Any area shown on the Plat as Common Area or an area to be maintained by the Association.

(d) The formal entrances to the Property, including (if any) the signage, landscaping, electrical and water installations, non-standard pavement, and planter boxes.

(e) The screening features along the perimeters of the Property, if any.

(f) The right-of-way of perimeter streets around the Property to the extent that the Association has a right or duty to maintain or regulate that portion of the right-of-way.

(g) The grounds between the perimeter streets around the Property and the screening walls, fences, or berms, to the extent that the Association has a right or duty to maintain or regulate that portion of the right-of-way.

(h) Landscaping on street islands (if any), to the extent it is not maintained by a public or quasi-public entity.

(i) Any modification, replacement, or addition to any of the above described areas and improvements.

(j) Personal property owned by the Association, such as books and records, office equipment, and supplies.

5.5 LIMITED COMMON AREA. If it is in the best interest of the Association, as determined by the Board, a portion of the Common Area may be licensed, leased, or allocated to one or more Lots for their sole and exclusive use, as a limited Common Area, whether or not the area is so designated on the Plat. Inherent in the limiting of a Common Area, maintenance of the limited Common Area becomes the responsibility of the Owner to whom use it limited. For example, a Common Area that is difficult to access and maintain except via the adjoining Lot might be a candidate for limited Common Area.

5.6 PERSONAL RESPONSIBILITY. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance and by occupying a home on the Property, acknowledges, understands, and agrees to each of the following statements:

(a) Each Owner agrees to be informed about and to comply with the published or posted Common Area rules.

(b) The use and enjoyment of Common Areas involve risk of personal injury, risk of death, and risk of damage or loss to person and/or property.

(c) Each person using a Common Area assumes all risks of personal injury, death, and loss or damage to property resulting from such use.

(d) Parents, guardians, hosts, caretakers, and supervisors are at all times responsible for the well-being and safety of their children and guests in their use of Common Areas.

(e) The Association, Declarant, homebuilders, and their respective directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of personal safety in or on the Common Areas.

(f) The Association, Declarant, homebuilders, and their respective directors, officers, committees, agents and employees have made no representations or warranties – verbal or written – relating to safety or lack of risks pertaining to the Common Areas.

ARTICLE 6 – ARCHITECTURAL CONTROL COMMITTEE

6.1 ARCHITECTURAL CONTROL COMMITTEE. To protect the overall integrity of the development of Mill Valley, as well as the value of the Improvements of all Owners, a committee of representatives designated as the Architectural Control Committee ("ACC") is hereby established to carry out all duties as noted herein with full authority to approve, disapprove, and monitor all construction, development, and improvement activities of any kind within the Property and to help ensure that all such activities are in accordance with the Restrictions and architecturally and aesthetically designed to be compatible with Declarant's conceptual plan for the Property. At the discretion of the Board, the duties of the ACC may be delegated in whole or in part to a third party representative of the ACC who need not be an Owner or a member of the Board.

6.2 APPOINTMENT OF ACC MEMBERS. The number and identity of the ACC members shall be decided by Declarant as long as it owns at least one (1) Lot. In the event of the death or resignation of any member of the ACC, Declarant shall have full power and authority to appoint a successor committee member or members, chosen in its absolute and sole discretion. When Declarant no longer owns at least one (1) Lot, or when Declarant has otherwise elected to cede control of the Association to the Owners, the Board shall appoint the successor members of the ACC, which shall consist of at least three (3) but no more than five (5) members, and which may be members of the Board. The term of each ACC member shall be two years and shall be staggered so all ACC members are not elected in any given year. The Owners of the ACC serve at the pleasure of the Board and may be removed and replaced at the Board's discretion, with or without cause. Owners of the Declarant appointed ACC need not be Owners. The Association may hire professionals, such as architects, engineers, and design consultants, to serve on or to advise the ACC at a compensation determined by the Board and such expenses may be charged to the Owner requesting the modification or improvement.

6.3 ACC APPROVAL REQUIRED. The ACC shall review all plans and modifications submitted for compliance with the Restrictions, Design Guidelines, Rules, if any, and for compatibility with the architectural and aesthetic goals of the Property. Without ACC approval, an Owner, other than Declarant, may not construct and/or reconstruct a dwelling, garage, outbuilding, fence, storage tank, or Improvement of any kind (including exterior cosmetic alterations such as painting) on a Lot or make an addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to a Lot if it will be visible from a street or Common Area, or if it may have an adverse impact on neighboring homes. The ACC has the right, but not the duty, to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property. Generally, the architectural and aesthetic style of the improvements shall harmonize as much as may be reasonable and practicable with each other and with the heritage and historical architecture of the area. Landscaping generally shall be in harmony with the natural occurring flora of the area using native or native hybrid plants as much as is practicable. Each Owner may be required to pay certain fees to the ACC to reimburse it for the cost of its plan review as provided in the Design Guidelines.

6.4 APPLICATION FOR APPROVAL. To request approval from the ACC, an Owner must make written application to the ACC, in a form approved by the ACC, and submit two (2) full size identical sets of final plans and specifications of the proposed Improvement, including all elevations, floor plans, foundation plans, plot plan, roof, outbuildings, colors, exterior lighting, mailbox, showing the nature, kind, shape, color, size, materials, and locations of the work to be performed (collectively the "Plans"). In support of

the application, the Owner may, but is not required to, submit letters of support or non-opposition from Owners that may be affected by the proposed Improvement or change. The application must clearly identify any requirement of this Declaration for which a variance is sought.

(a) Within thirty (30) days of receipt, the ACC shall review the Owner's Plans and advise Owner if the Plans are approved, denied, or if more information is required. If the Plans are denied or more information is required, the ACC return one set of Plans and provide the Owner with a reasonable statement supporting the denial or request for further information. The ACC will retain the other set of Plans, together with the application, for the ACC's files. If the Plans are approved, the ACC shall mark same on the Plans and return one set of Plans to the Owner. An "approved" marking or stamp on the Plans shall be conclusive evidence that the ACC approved such Plans. Verbal approval by an Association director or officer, a member of the ACC, the Association's manager, or Declarant does not constitute architectural approval by the ACC. Approval may only be issued in writing.

6.4.1. DEEMED APPROVAL. If the Owner has not received the ACC's written response, approving, denying, or requesting further information for the proposed Improvement within sixty (60) days after delivering a complete application to the ACC, Owner may proceed, provided Owner adheres to the Plans that accompanied his application. In exercising deemed approval, the burden is on the Owner to document the ACC's actual receipt of the Owner's complete application. Under no circumstances may approval of the ACC be deemed implied or presumed for an addition or modification that would require a variance from the requirements and construction specifications contained in this Declaration and in any design guidelines for the Property in effect at the time of application. The limited condition that must be met for deemed approval is as follows:

6.4.2. NO APPROVAL REQUIRED. No approval is required to repaint exteriors in accordance with the color scheme approved by the ACC, or to rebuild a dwelling in accordance with its original plans and specifications. Nor is approval required for an Owner to remodel or repaint the interior of a dwelling.

6.4.3. BUILDING PERMIT. If the Improvement application is for work that requires a building permit from a governmental body, the ACC's approval is automatically and implicitly conditioned on the issuance of the appropriate permit. The ACC's approval of plans and specifications does not mean that they comply with the requirements of the governmental body. Alternatively, issuance of a building permit does not ensure ACC approval.

6.4.4. NEIGHBOR INPUT. The ACC may solicit comments on the application, such as from Owners or Residents of Lots that may be affected by the proposed change, or from which the proposed change may be visible. Whether to solicit comments, from whom to solicit comments, and whether to make the comments available to the applicant are solely at the discretion of the ACC. The ACC is not required to respond to the commenters in ruling on the application.

6.5 SUBJECTIVE STANDARDS. Standards for some rules and restrictions are inherently subjective, such as what is unattractive or offensive. The Association is not required to honor every resident's individual tolerances. The use restrictions set forth herein, in particular, are not intended to shield a hypersensitive resident from actions or circumstances that would be tolerable to a typical resident of the Property. On lifestyle related rules, the Association may refrain from acting on a perceived violation unless the Board determines the violation to be significant or a community wide problem. The Association may not be compelled by one resident to enforce rules and restrictions against another resident. Residents are expected to deal directly and peaceably with each other about their differences.

6.6 LIMITS TO OWNER'S RIGHTS. No right granted to an Owner by this Article or any provision of any Governing Document is absolute. The Governing Documents grant rights with the expectation that the rights will be exercised in ways, places, and times that are customary for the neighborhood. This Article and the other Governing Documents as a whole do not try to anticipate and address every creative interpretation of the restrictions. For example, an Owner's right to have a sign advertising the home for sale is not the right to mount the sign on the chimney and illuminate it with pulsating neon lights. The rights granted by this Article and the Governing Documents are at all times subject to the Board's determination that a particular interpretation and exercise of a right is significantly inappropriate, unattractive, or otherwise unsuitable for the neighborhood, and thus constitutes a violation of the Governing Documents. In other words, the exercise of a right or restriction must comply with the spirit of the restriction as well as with the letter of the restriction.

6.7 ACC DISCRETION. The ACC will approve or disapprove all Plans in accordance with this Declaration. The ACC shall have full right and authority to utilize its sole discretion in approving or disapproving any Plans which are submitted. Approval may be withheld if the construction or architectural design of any improvement is deemed, on any grounds, including purely aesthetic grounds, necessary to protect the continuity of design or value of the Property, or to preserve the serenity and natural beauty of any surroundings. The ACC may exercise discretion with respect to taste, design, and all standards specified by this Declaration. Prior approvals or disapprovals of the ACC pertaining to any improvement activities or regarding matters of design or aesthetics shall not be deemed binding upon the ACC for later requests for approval if the ACC feels that the repetition of such matters will have an adverse effect on the Property. The ACC shall have the express power to construe and interpret any covenant herein that may be capable of more than one construction, and to grant variances for certain requirements when, in its discretion, it is appropriate to do so (but no variance will be effective unless in writing and signed by the ACC). All approvals or disapprovals by the ACC are for the sole benefit of the Association and the Owner to whom the approval or disapproval is addressed, and no other Owner or any third party is or shall be deemed to be a third party beneficiary of such approval or disapproval.

6.8 ACC RIGHT TO INSPECT. During reasonable hours and, if the Residence is occupied, after reasonable advance notice, Declarant, members of the ACC, any member of the Board, or any authorized representative of any of them, shall have the right (but not the obligation) to enter upon and inspect any Lot, and any structure thereon, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and said persons shall not be deemed guilty of trespass by reason of such entry. All inspections by the ACC are for the sole benefit of the Association and no Owner or other third party is or shall be deemed to be a third party beneficiary of such inspections.

6.9 ACC VARIANCES. The Board and/or the ACC may grant a variance or waiver to a restriction or rule on a case-by-case basis when unique circumstances dictate and may limit or condition its grant and such variance will not impair or detract from the high quality development of the Property. To be effective, a variance must be in writing. The grant of a variance does not effect a waiver or estoppel of the Association's right to deny a variance in other circumstances. Approval of a variance or waiver may not be deemed, implied, or presumed under any circumstance.

6.10 APPEAL OF ACC DECISION. An Owner may appeal to the Board any decision by the ACC if the Owner submits a written application for appeal to the Board, with a copy to the ACC, within fourteen (14) days of the Owner's receipt of the ACC's decision. The Board may affirm, overrule, or modify the ACC's decision. The decision of the Board shall be final and unappealable. An Owner waives its right of appeal if it fails to submit a written appeal to the Board within fourteen (14) days after the Owner's receipt of the ACC's decision.

6.11 DESIGN GUIDELINES. The Design Guidelines are or may be incorporated into this Declaration by this reference. A copy of the Design Guidelines will be furnished to any Owner on request. The Design Guidelines will supplement this Declaration and may make other and further provisions as to the approval and disapproval of Plans, suggested or prohibited materials, and other matters relating to the appearance, design, quality, and construction of improvements. The Design Guidelines may be more restrictive than the Restrictions. The Design Guidelines may be amended from time to time by the Association or upon the affirmative vote of two-thirds of the members of the ACC and the consent of the Association. The Design Guidelines may include or incorporate any Rules and Regulations promulgated by Declarant or the Board.

6.12 MOST RESTRICTIVE INSTRUMENT APPLIES. To the extent of any conflict between this Declaration, the Design Guidelines, or the Plat, the most restrictive instrument shall control. Accordingly, each Owner must obtain and study all three instruments and provide them to their architects, builders, contractors, and other appropriate parties prior to purchasing a Lot or commencing the construction of any improvements thereon.

6.13 NO LIABILITY. Neither the Association, Board, ACC, its members, nor Declarant shall be liable to any person (including Owners) for any damage or injury to property arising out of their acts hereunder, except in the case of gross negligence or willful misconduct. Further, neither the Association, Board, ACC, its members, nor Declarant shall be deemed to have made any warranty or representation to any Owner or other third party about any matter whatsoever arising out of any approvals or inspections. Without limiting the foregoing, it is expressly agreed that no approval of Plans by the ACC and no construction inspection approvals shall be deemed a representation or warranty by the ACC that any Residence has been or will be completed in a good and workmanlike manner or pursuant to the applicable building code. No discretionary acts by the ACC (such as approval or disapproval of Plans) shall give rise to any liability of the ACC, its members, Declarant, the Association, or the Board. The ACC, Association, and Board shall not be liable for (1) errors in or omissions from the Plans and specifications submitted to the ACC, (2) supervising construction for the Owner's compliance with the approved Plans, or (3) the compliance of the Owner's Plans with governmental codes, ordinances, and public laws.

ARTICLE 7 – USE RESTRICTIONS

7.1 SINGLE FAMILY RESIDENTIAL USES ONLY. No part of a Lot or improvements thereon, shall be used for any purpose other than one (1) Residence on each Lot and certain accessory improvements, to the extent accessory improvements are specifically authorized elsewhere in this Declaration. It is the intent of Declarant that Mill Valley be a private, single family residential community. Without limiting the foregoing, the construction of any duplex, triplex, quadplex apartment house, or other multi-tenant building is expressly prohibited. No garage may be used as living quarters, and no garage apartment for rental purposes shall be permitted. However, Declarant or a builder approved by Declarant, in Declarant's sole discretion, shall have the right, in connection with construction and sales operations on the Property, to use a garage as a sales office.

7.2 NO COMMERCIAL USE. An Owner may maintain an office in a Residence for business purposes so long as: (a) the business does not involve any employee, customer, client, co-worker, or other party being present at the Residence; and (b) there is no sign or other visible evidence of the business on the Lot. No other business or commercial activity of any kind shall be conducted on a Lot, whether for profit or non-profit. Private orchards and gardens shall not be deemed to be commercial or business activity. No hobby may be conducted on any Lot which attracts vehicular or pedestrian traffic to the Lot. Notwithstanding the foregoing, Declarant or a builder approved by Declarant, in Declarant's sole discretion, shall have the right to construct a model home on a Lot, and may, in connection with construction and sales operations on the Property, operate a sales office out of the model home.

7.3 LEASE RESTRICTIONS. A Residence may be leased for a period of not less than one (1) year. Upon acquiring an ownership interest in a Residence, the Owner may not lease the Residence, or any portion thereof, until the expiration of twelve (12) months from the date of the closing of the sale of the Residence or recording of the deed to the Residence which conveys title, whichever is earlier; provided that the Owner may lease the Residence pursuant to the Board's written approval of a hardship. No portion of a Resident (other than the entire Residence) may be rented. All leases must be in writing and a copy of the lease, along with contact information for the adult occupants and vehicles, shall delivered to the Association within ten (10) days after its execution. All tenants and occupants shall be bound by the Restrictions, but the lease of a Residence shall not discharge the Owner from compliance with any of the obligations and duties of the Owner. All leases shall make reference to the Restrictions and Owners shall provide tenants with a copy of this Declaration. All leases shall be subject to this Declaration and the other documents of the Association, regardless of whether the lease makes specific reference to them or whether the Owner delivers this Declaration to the tenant. The Board may adopt and enforce reasonable rules regulating leasing. This Section 7.3 shall also apply to assignments and renewals of leases. The Board shall have the express authority to promulgate additional leasing or occupancy rules, including penalties for infractions thereof.

7.4 NO MOBILE HOMES. Except as otherwise specifically set forth herein, no mobile home, trailer home, manufactured home, modular home (single or double wide), or pre-fabricated home of any kind, whether or not it has wheels or the wheels have been removed, shall be allowed on any Lot.

7.5 NO TEMPORARY STRUCTURES. Except for the benefit of Declarant or as otherwise allowed herein, no structure of a temporary character (whether trailer, tent, shack, etc.) shall be used on any Lot at any time for storage or as an office or residence, either temporarily or permanently. With prior ACC approval, a job site trailer may be placed on the Lot during construction of the Residence thereon.

7.6 NO SUBDIVIDING. No Lot may be subdivided by any Owner other than Declarant, and no Owner other than Declarant may sell or transfer less than 100% of any Lot (other than the sale or transfer of undivided interests).

7.7 PARKING. Vehicles shall not be parked overnight within any building set back. No tractor trailer rigs may be parked on any part of the Property. No travel trailer, motor home, camper, boat, aircraft, recreational vehicle, motorcycle, four wheeler, tractor, or truck larger than one (1) ton, or the class equivalent, or similar vehicle or trailer shall at any time be parked overnight in front of any Residence or within any building setback area. No such vehicles or trailers that are stripped down, wrecked, junked, or inoperable shall be kept, parked, stored or maintained on any Lot unless in an enclosed structure or in a screened area which prevents the view thereof from any other Lot or Road. No more than two (2) vehicles bearing commercial insignia or names shall be parked on any Lot, and then only if the vehicle is utilized by the Owner as transportation to and from the Owner's place of employment. No vehicle of any size which transports flammable or explosive cargo may be kept on a Lot at any time other than the temporary parking of a properly licensed fuel truck that dispenses propane to an Owner's approved on-site propane tank. No dismantling or assembling of any such vehicle or trailer or any other machinery or equipment shall be permitted unless in an enclosed structure or in a screened area which prevents the view thereof from any other Lot or Road. The Board shall have the absolute authority to determine from time to time whether a vehicle is operable and, if not, adequately screened from public view. Upon an adverse determination by the Board, the vehicle shall be removed or otherwise brought into compliance with these Restrictions.

7.8 NO DRILLING OPERATIONS BY OWNER OTHER THAN DECLARANT. No Owner, other than Declarant, may authorize any oil or gas exploration or drilling, oil or gas development operations, oil refining, quarrying, or mineral operations of any kind on any Lot, nor may any Owner, other than Declarant,

authorize oil or gas wells, storage tanks, tunnels, mineral excavation, or shafts on any Lot. No derrick or other structure designed for use in boring for oil or natural gas will be erected on any Lot by any Owner, other than Declarant. EACH MEMBER UNDERSTANDS AND AGREES THAT TO THE EXTENT THE MINERALS ASSOCIATED WITH THE PROPERTY HAVE BEEN RESERVED BY OTHERS, DECLARANT HAS NO CONTROL OVER THE LEASING ACTIVITIES OF THESE MINERAL OWNERS OR THE OIL AND GAS EXPLORATION OR PRODUCTION ACTIVITIES OF THEIR LESSEES. THERE MAY BE OIL AND GAS EXPLORATION OR PRODUCTION ON THE PROPERTY BY OTHERS OVER WHOM NEITHER DECLARANT NOR ANY OWNER HAS CONTROL. Declarant may, in its sole discretion, convey any Lot or Lots to any mineral owner or mineral lessee for purposes of oil and gas drilling, exploration and production. To the extent there is any conflict between this section and any other section of the Declaration, this section shall control.

7.9 TRASH. No trash, garbage, debris, or other refuse maybe burned, stored, disposed of, or allowed to remain upon any Lot or Road, whether the Lot is vacant or otherwise. No Lot will be used or maintained as a dumping ground for rubbish, rocks, brush, grass clippings, garbage, or trash. Garbage and other waste will be kept in sealed, sanitary containers prior to disposal. Declarant or the Association may, but is not obligated to, contract with a garbage collection service for the pickup and dispose of all household garbage on the Property and, in such event, the cost thereof will be an expense of the Association, which shall be paid by the Owners though the assessments provided for in this Declaration. Rubbish, trash, garbage or other waste material to be disposed of shall be placed at all times in an appropriate varmint resistant receptacle. If receptacles are not provided by the garbage selection service with whom the Declarant or an Owner contracts, then each Owner shall be responsible for purchasing and maintaining its own garbage receptacles. Each receptacle must be approved by the Declarant or the Association. No such receptacle shall be placed for collection in a location visible from any road more than twenty-four (24) hours prior to the scheduled collection time or allowed to remain in a location visible from any road more than twenty-four (24) hours after the scheduled collection time.

Owners and Residents are required to remove all trash and recycling containers from the street within 24 hours of trash or recycling pick up. Violations of this provision may result in a fine.

7.10 NO NUISANCE OR NOXIOUS ACTIVITY. No noxious or offensive activity shall be carried on upon any Lot or Road by any Owner, construction workers hired by any Owner, or an Owner's guest, nor shall anything be done upon any Lot or Road which may be or become an annoyance or nuisance to the neighbors (such as, but not limited to, the noise created by the operation of an excessive or unreasonable number of off-road vehicles or motorcycles on a Lot). No junk, railroad cars, buses, inoperative cars or other vehicles, or other noxious, offensive, or unsafe equipment or materials may be stored on the Property. No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any portion of the Property. No unreasonable noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its Residents.

7.11 ANIMALS. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on or within the Property (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, goats, exotic snakes or lizards, monkeys, chickens or other exotic animals). The Board may conclusively determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner may

keep more than two (2) animals, unless otherwise approved by the Board. No Owner shall allow a pet to run loose or become a nuisance to the other Residents. No pets may be raised for sale, and commercial kennels of any kind are expressly prohibited. Exotic animals (such as lions or tigers) and pets of any other type with vicious, dangerous propensities (*i.e.*, pit bulls) that may pose a safety or health threat to the community shall not be kept on any Lot. All animals shall be kept in strict accordance with all Applicable Laws and ordinances, and in accordance with the Rules and Regulations. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and vaccinated as required by Applicable Law. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner, upon written notice, may be required to remove the pet from the Property.

7.12 LAWNS. All grass, weeds, and vegetation within one hundred (100) feet of each Residence shall be maintained at regular intervals as needed to maintain a neat and well maintained appearance; however, maintained turf lawns shall not exceed one acre. All landscaping, including lawns and shrubs, shall utilize native plants or hybrids to the extent practicable. All swales and culverts shall be grassed and shall be regularly maintained as needed to maintain a neat appearance.

7.13 SIGNS. An Owner may erect an entrance sign to the Owner's Lot so long as the Owner first seeks and obtains approval of the Plans for such sign from the ACC. Signs are not otherwise allowed on any Lot except as set forth herein. One (1) sign per Lot will be allowed, not more than four (4) square feet, advertising a Lot for sale or lease. Declarant is permitted to use more signs and larger signs and to erect permanent signs at each entrance to the Property. Signs advertising contractors, subcontractors, or suppliers may be authorized by the Design Guidelines.

7.14 NO ADVERSE CONDITIONS. No Owner or occupant shall construct any improvements or perform any work that will impair any easement or right-of-way, or do any act or allow any condition to exist which will adversely affect the other Lots or their Owners or residents.

7.15 INSURANCE. Each Owner must carry all risk casualty insurance for the full insurable value of the Residence on the Lot. Each Owner must use all insurance proceeds required to properly rebuild in case of a partial loss or damage or, in the case of complete damage, to either rebuild or clear all debris and return the Lot to substantially the natural state, as it existed prior to destruction. Reconstruction must be promptly commenced and diligently pursued to completion (and in any event must be completed within eighteen (18) months. No damaged buildings, including the foundation, shall be allowed to remain on any Lot unless they are to be promptly repaired or restored.

7.16 PROPERTY TAXES. Each Owner shall be responsible for the payment of all ad valorem and other property taxes owing on the Owner's Lot.

7.17 UNDERGROUND UTILITIES. All utility lines and other facilities installed by or for any Owner for electricity, water, cable, telephone, sewer, storm sewer, or other utilities must be installed underground; but this provision shall not apply to above-ground utilities existing on the date hereof and any replacement thereof by Declarant or those otherwise expressly authorized in writing by the ACC.

7.18 NO HUNTING/FIREARMS. No hunting or trapping (except the trapping of varmints) shall be allowed on any Lot. No firearms shall be discharged on any Lot.

7.19 FIRES. Only controlled fires, in compliance with all Applicable Laws, shall be allowed outdoors on any Lot. All fires must be supervised by an adult at all times, and each Owner bears the sole responsibility and risk of any such fires.

7.20 HAZARDOUS ACTIVITIES. No activities may be conducted on or within the Property and no improvements may be constructed on any portion of the Property which, in the opinion of the Board, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon any portion of the Property unless discharged in conjunction with an event approved in advance by the Board and no open fires may be lighted or permitted except within safe and well-designed fireplaces or in contained barbecue units while attended and in use for cooking purposes. No portion of the Property may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

7.21 BASKETBALL GOALS; PERMANENT AND PORTABLE. Permanent and portable basketball goals are prohibited.

7.22 HOLIDAY DECORATIONS. No decorative appurtenances such as sculptures, birdbaths and birdhouses, fountains, or other decorative embellishments shall be placed on the Residence or on any other portion of a Lot which is visible from any street, unless such specific items have been approved in writing by the ACC. Customary seasonal decorations for holidays are permitted without approval but shall be removed within thirty (30) days of the applicable holiday.

7.23 ON STREET PARKING. Owners and Residents are strongly encouraged not to park on any Road or street within the Property unless in the event of an emergency. "Emergency" for purposes of the foregoing sentence shall mean an event which jeopardizes life or property. "Parked" as used herein shall be defined as a vehicle left unattended by a licensed operator for more than thirty (30) consecutive minutes. This provision will not apply to Declarant or its designee during the Development Period. Visitor parking areas, if available, (being a street or alley) shall only be used for temporary parking by visitors. "Temporary" for the purposes of the foregoing sentence shall mean no more than twenty-four (24) hours.

7.24 CLOTHESLINES; WINDOW AIR CONDITIONERS. No clotheslines and no outdoor clothes drying or hanging shall be permitted within the Property, nor shall anything be hung, painted or displayed on the outside of the windows (or inside, if visible from the outside) or placed on the outside walls or outside surfaces of doors of any of the Residence, and no awnings, canopies or shutters (except for those heretofore or hereinafter installed by Declarant) shall be affixed or placed upon the exterior walls or roofs of Dwellings, or any part thereof, nor relocated or extended, without the prior written consent of the ACC. Window air conditioners are prohibited.

7.24 OUTBUILDINGS, SHEDS, AND DETACHED BUILDINGS. No detached buildings (including, but not limited to, outbuildings, gazebos, pool pavilions, cabanas, trellises, greenhouses, detached garages and storage buildings, and sheds) (collectively referred to as "buildings") shall be erected, placed or constructed upon any Lot, unless (a) the building is approved by the ACC prior to the installation or construction of the building; (b) such building is compatible with the Residence in terms of its design and material composition; and (c) the exterior paint and roofing materials of such building shall be consistent with the existing paint and roofing materials of the Residence. Metal buildings are expressly prohibited. Further, the building shall be no greater than seven feet, seven inches (7′7″) in height at the tallest point and shall not be visible from street-view. Furthermore, the Owner is required to comply with any applicable governmental requirements, including, without limitation, any necessary setbacks and permits.

ARTICLE 8 – CONSTRUCTION RELATED RESTRICTIONS

8.1 Additional restrictions are attached hereto and incorporated as fully set forth herein as Exhibit C.

ARTICLE 9 – MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

9.1 THE ASSOCIATION. The existence and legitimacy of the Association are derived from this Declaration, the Certificate, and the Bylaws of the Association. The Association must be a non-profit organization. The subsequent failure of the Association to maintain its corporate charter, from time to time, does not affect the existence or legitimacy of the Association. The Association is subject to the Texas Business Organization Code ("TBOC"). Because provisions of this Declaration address issues covered by the TBOC, this Declaration is a "Governing Document" as defined by TBOC, and any such provision herein is a "Bylaw" as defined by TBOC. When incorporated, the Association is subject to TBOC Chapter 22 – the Nonprofit Corporation Law.

9.2. NAME. A name is not the defining feature of the Association. Although the initial name of the Association is Mill Valley Community Association, Inc., the Association may operate under any name that is approved by the Board and (1) registered by the Board with the County Clerk of County in which the Property is located as an assumed name, or (2) filed by the Association with the Secretary of State as the name of the filing entity. The Association may also change its name by amending the Governing Documents. Another legal entity with the same name as the Association or with a name based on the name of the Property is not the Association, which derives its authority from this Declaration.

9.3 DUTIES. The duties and powers of the Association are those set forth in the Governing Documents, together with the general and implied powers of a property owners association and, as applicable, an unincorporated nonprofit association or a nonprofit corporation organized under the laws of the State of Texas. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its members, subject only to the limitations on the exercise of such powers as stated in the Governing Documents.

9.4 CONTROL BY DECLARANT. Except as otherwise required by law, during the Declarant Control Period and notwithstanding any provision of the Bylaws to the contrary, Declarant shall, at Declarant's option, have exclusive and complete control of the Association and Board by being the sole voting Owner. Declarant may, at any time and at Declarant's option, turn over control of the Association to the Owners by filing an instrument to that effect in the Real Property Records of County Clerk for the county in which the Property is located. At the point in time that Declarant no longer owns any Lot, control shall be delivered to the Owners without the need for any further act or action on the part of Declarant. At such time as Declarant cedes control of the Association to the Owners, or at such earlier time as Declarant may choose, Declarant shall also deed to the Association title to the Common Area.

9.5 MEMBERSHIP IN ASSOCIATION. Ownership is automatic, mandatory, and appurtenant to ownership of a Lot, and terminates when the Member is divested of his ownership interest in the Lot to which it is tied and from which it may not be separated. The foregoing is not intended to include persons or entities that hold an interest in a Lot merely as security, unless such persons or entities acquire title to a Lot through judicial or non-judicial foreclosure, or deed in lieu of foreclosure. If a Lot is owned by more than one person, the co-owners share the membership and decided for themselves how it will be exercised. The Board may require satisfactory evidence of transfer of ownership before a purported owner is recognized by the Association as an Owner. Ownership of such Lot shall be the sole qualification for membership in the Association.

9.6 VOTING RIGHTS. Subject to section 9.4 above, all Owners shall be entitled to cast one (1) vote per Lot. When more than one Owner holds an interest in any Lot, all such Owners shall be Members. The vote for such Lot shall be exercised as they may determine, but in no event shall more than one vote be cast with respect to any Lot. The one vote appurtenant to each Lot is indivisible. All votes are uniform in weight, regardless of the value, size, or location of the Lot or its improvements. Cumulative voting is not allowed.

9.7 QUORUM OF MEETING OF OWNERS. Unless the Governing Documents or Applicable Law provide otherwise, any action requiring approval of the Owners may be approved (1) at a meeting by Owners of at least a majority of the Lots that are represented at the meeting, provided notice of the meeting was given to an Owner of each Lot, or (2) in writing by Owners of at least a majority of all Lots, provided the opportunity to approve or disapprove was given to an Owner of each Lot.

9.8 REGISTRATION WITH THE ASSOCIATION. Such that Declarant and the Association can properly determine voting rights and acquaint every Lot purchaser and every Owner with these Restrictions and the day-to-day matters of the Association, each Owner shall have an affirmative duty and obligation to originally provide, 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 each Owner; (b) the telephone number and email address of each Owner; (c) the description and license plate number of each automobile owned or used by an Owner and brought within the Property; (d) the name, address and telephone numbers of other local individuals who can be contacted (in the event the Owner cannot be located) in case of an emergency; and (e) such other information as may be reasonably requested from time to time by the Association. If any Owner fails, neglects or refuses to so provide, revise and update such information, then the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Owner shall become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

9.9 DETERMINATION OF PERCENTAGES. A reference in a Governing Documents or Applicable Law to a percentage or share of Owners means Owners of at least that percentage or share of the Lots, unless a different meaning is specified. For example, "a majority of owners" mean Owners of at least a majority of the Lots. In a different context, to make a point, a representative of the Association who appears before a tribunal on behalf of the Association may properly refer to Owners of the Association as "citizens" and "voters" in the jurisdiction in which the Property is located, without evidence of citizenship or voter registrations to substantiate the reference. In that context, the actual number of individual Owners may be used.

9.10 COMMUNICATIONS. Drafted in an era of rapidly changing communications technologies, this Declaration does not intend to limit the methods by which the Association, Owners, and Residents communicate with each other. Such communications may be by any method or methods that are available and customary. For example, if the Association is required by the Governing Documents or Applicable Law to make information available to Owners of all Lots, that requirement may be satisfied by posting the information on the Association's website or by using electronic means of disseminating the information, unless Applicable Law requires a specific method of communication. It is foreseeable that meetings of the Association and voting on issues may eventually be conducted via technology that is not widely available on the date of this Declaration. As communication technologies change, the Association may adopt as its universal standard any technology that is reasonably believed to be used by Owners of at least eighty-five (85) percent of the Lots. Also, the Association may employ multiple methods of communicating with Owners.

9.11 BOOKS AND RECORDS. The Association will maintain copies of the Governing Documents and the Association's books, records, and financial statements. The Association will make its books and records

available to Owners, on request, for inspection and copying pursuant to the requirements of Applicable Law.

ARTICLE 10 – MANAGEMENT OF THE ASSOCIATION

10.1 BOARD. Subject to Section 9.4 above, the Association is governed by a Board of Directors. The Board shall have the exclusive right to contract for all goods, services, and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein. Unless the Governing Documents expressly reserve a right, action, or decision to another party, such as the Owners or Declarant, the Board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Governing Documents to the "Association" may be construed to mean "the Association acting through its Board of Directors." The Board may authorize or direct officers of the Association, who serve at the pleasure of the Board, to implement its decisions.

10.2 ACTION BY THE ASSOCIATION. Unless otherwise specifically set forth herein, all actions required to be taken by the Association shall be taken by the Association through the actions of the Board, and all action which may be taken by the Association, within its discretion, may be taken through the action of the Board.

10.3 MANAGERS. The Board may delegate the performance of certain functions to one (1) or more managers or managing agents for the Association. Notwithstanding a delegation of its functions, the Board is ultimately responsible to the members for governance of the Association.

10.4 ARRANGEMENTS WITH OTHER ASSOCIATIONS. The Association may participate in contractual arrangements with other property owners associations or with owners or operators of nearby property for products, services, or opportunities that the Association deems to be in the best interests of the Association's members, such as to consolidate similar maintenance programs while providing consistency and economy of scale. Common funds of the Association may be used to pay the Association's pro-rata share of the contractual arrangements.

10.5 POWERS AND DUTIES OF BOARD.

(a) By example and not by limitation, the Board shall have the right, power and duty to provide, and shall payout on behalf of the Association, from the assessments provided for herein, the following:

(1) Maintenance, care, preservation, and repair of the Common Area and the furnishing and upkeep of any desired personal property for use in the Common Area;

(2) Any private trash and garbage collection service provided by the Association;

(3) Taxes, insurance and utilities (including, without limitation, electricity, gas, water and sewer charges) which pertain to the Common Area only;

(4) Any security arrangements;

(5) The services of a person or firm (including Declarant and any affiliates of Declarant) to manage the Association or a separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager designed by the Board;

(6) Legal and accounting services; and

(7) Any other materials, supplies, furniture, labor, service, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(b) Without limiting the foregoing, the Board shall have the following additional rights, powers and duties:

(1) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Area owned by the Association;

(2) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of first mortgage liens on the individual Lots with respect to: (i) taxes on the Common Area; (ii) insurance coverage (if any) on Common Area, as they relate to the assessment, collection and disbursement process envisioned herein; and (iii) utility installation, consumption and service matters;

(3) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit or secured by such assets of the Association as deemed appropriate by the lender and the Association;

(4) To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association;

(5) To protect or defend the Common Area from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;

(6) To make available to each Owner, upon request, within ninety (90) days after the end of each year an annual report;

(7) To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency;

(8) To enforce the provisions of this Declaration, the Governing Documents, and any rules made hereunder and to fine, enjoin and/or seek damages from any Owner for violation of such provisions or rules.

10.6 RULES AND REGULATIONS. The Board may promulgate the Rules and Regulations. The Rules and Regulations, as promulgated and amended from time to time, are incorporated into this Declaration by this reference. A copy of the Rules and Regulations will be furnished to any Owner on request. The Rules and Regulations will supplement this Declaration and may make other and further provisions as to the activities of Owners or their Lots and within the Property. The Rules and Regulations may be amended from time to time by the Board. The Rules and Regulations may, at the discretion of Declarant or the Board, be incorporated into and made a part of the Design Guidelines.

10.6.1 RIGHT TO PROMULGATE RULES. The Board has the right to adopt, amend, repeal, and enforce reasonable rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Lots and Property. The right to make rules, or to regulate, includes the right to prohibit or to restrict. In addition to the restrictions contained in this Article, each Lot is owned and occupied subject to the right of the Board to establish rules, and penalties for infractions thereof, governing:

(a) Use of Common Area.

(b) Hazardous, illegal, or annoying materials or activities on the Property.

(c) The use of Property wide services provided through the Association.

(d) The consumption of utilities billed to the Association.

(e) The use, maintenance, and appearance of exteriors of dwellings and Lots.

(f) Landscaping and maintenance of Lots.

(g) The occupancy and leasing of dwellings.

(h) Animals.

(i) Vehicles.

(j) Disposition of trash and control of vermin, termites, and pests.

(k) Anything that interferes with maintenance of the Property, operation of the Association, or the quality of life for residents.

10.7 INDEMNIFICATION. The Association shall indemnify each Board member, officer, director, committee chair, and committee member (for purposes of this Section, "Leaders") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with an action, suit, or proceeding to which the Leader is a party by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment, negligence or otherwise. A Leader is liable for his willful misfeasance, malfeasance, misconduct, or bad faith and the Association shall have no duty to indemnify the Leader for such acts. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. The Association may maintain general liability and directors and officer's liability insurance to fund this obligation. Additionally, the Association may indemnify a person who is or was an employee, trustee, agent, or attorney of the Association, against any liability asserted against him and incurred by him in that capacity and arising out of that capacity. Additionally, the Association may indemnify a person who is or was an employee, trustee, agent, or attorney of the Association, against any liability asserted against him and incurred by him in that capacity and arising out of that capacity.

10.8 CONTRACTS WITH OWNERS. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner (including, without limitation, Declarant) for the performance, on behalf of the Association, of services which the Board is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable, and in the best interest of the Association.

10.9 RESERVE FUNDS. The Board may establish reserve funds that may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association.

ARTICLE 11 – COVENANT FOR ASSESSMENT

Yes, the Association *can* foreclose on your home!
If you fail to pay assessments to the Association, you may lose title to your home if the Association forecloses its assessment lien.

11.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT. Each Owner, other than Declarant, by acceptance of the deed therefore, whether or not it shall be so expressed in the deed, hereby covenants and agrees to pay to the Association regular assessments and special assessments as provided for in this Declaration, and covenants to the enforcement of payment of the assessments and the lien of the Association as hereinafter provided. Such assessments shall be fixed, established, and collected from time to time as provided by the Association. The regular and special assessments, together with any interest thereon and costs of collection thereof, including reasonable attorney's fees, shall be a charge upon the Lot and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with any interest and costs of collection thereof, including reasonable attorney's fees, shall also be a personal obligation of the Owner at the time when the assessment became due. Such personal obligation shall not pass to the Owner's successors in title unless expressly assumed by them, but shall pass as a lien upon the applicable Lot. No Lot shall be assessed until conveyed by Declarant to an Owner. The following real property, being otherwise subject to this Declaration, shall be exempted from all assessments, charges, and liens created herein: (a) all Lots and/or other real property Owned by Declarant, (b) all property dedicated to and accepted by any public authority and devoted to public use; (c) all Common Area; and (d) all property exempted from taxation by the laws of the State of Texas upon the terms and to the extent to such legal exemption.

11.2 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Property, for the improvement and maintenance of any capital improvements owned or controlled by the Association, establishing and maintaining repair and replacement reserves as determined by Declarant or the Association, and any other purpose reasonable, necessary, or incidental to such purposes as determined by the Association. The Association shall not be obligated to spend all monies collected in a year, and may carry forward, as surplus, any balances remaining. The Association shall not be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any later year, but may carry forward a surplus, as the Board deems desirable for the greater financial security of the Association.

11.3 ANNUAL ASSESSMENTS. The regular assessments shall be based upon the cash requirements, as the Association shall determine necessary to provide for the payment of all estimated expenses arising out of or connected with the purposes described above. The regular assessments may be due monthly, quarterly, or annually, as determined by the Board. Until and unless otherwise determined by the Association and/or Declarant, the maximum annual assessment shall be $350.00 per Lot per year. Owners are encouraged to contact the Board to determine the then-current assessment rate. The assessments may not be increased more than twenty-five percent (25%) above the maximum annual assessment of the previous year. The assessments described in this section shall be referred to as the "Annual Assessments". The Board shall prescribe the applicable due date(s) for each Annual Assessment and the Board shall prepare a roster of the

Lots and assessments applicable thereto, which shall be kept in the office of the Declarant and/or the Association. Declarant shall not be obligated to pay Annual Assessments.

11.4 SPECIAL ASSESSMENTS. The Association may levy, in addition to the Annual Assessments, one (1) or more special assessments in any calendar year applicable to that year only: (a) applicable to all Owners, for the purpose of defraying in whole or in part the costs of construction, reconstruction, repair or replacement of a capital improvement, including necessary fixtures and personal property related thereto, or for such other lawful purposes related to the use and maintenance of the Property as the Association may determine; (b) applicable only to a particular Owner(s), for the purpose of defraying the costs of reconstruction, repair or replacement of a capital improvement, including necessary fixtures and personal property related thereto, in the event a particular Owner (or Owners) has taken any action or has failed to take action which has resulted in damage to, or extraordinary wear and tear of, a capital improvement; and (c) applicable only to a particular Owner (or Owners), to reimburse the Association as otherwise provided for herein.

11.5 THE EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Each Owner shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and each Owner agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner against whom collection or enforcement or other action is taken agrees to pay reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the event of a default in payment of any such assessment when due, the assessment shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, specifically including:

(a) ENFORCEMENT BY SUIT. The Association may cause a suit at law to be commenced and maintained in the name of the Association against an Owner to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the highest legal rate from the data of delinquency, plus court cost, and reasonable attorney's fees.

(b) ENFORCEMENT BY LIEN. There is, to the full extent permitted by law, hereby created and granted a lien, with power of sale, on each Lot to secure payment to the Association of any and all assessments levied against all Owners of such Lots under these Restrictions and all damages owed by any Owner to the Association, however incurred, together with interest thereon at the highest legal rate from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. At any time after the occurrence of any default in payment of any such assessment, the Association, or any authorized representative, may, but shall not be required to, make a written demand for payment to the defaulting Owner, on behalf of the Association. The demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid after delivery of such demand, or even without such a written demand being made, the Board may elect to file a claim of lien on behalf of the Association against the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

(1) The name of the delinquent Owner;

(2) The legal description and, if applicable, street address of the Lot against which the claim of lien is made;

(3) The total amount claimed to be due and owing, as of the date of the filing, for the amount of the delinquency, interest thereon, collection costs, and reasonable attorney's fees; and

(4) That the claim of lien is made by the Association pursuant to the Restrictions.

Notwithstanding the foregoing, it is expressly intended that the lien herein described shall immediately attach and become effective in favor of the Association as a lien upon any Lot against which an assessment is levied regardless of whether any demand is made or claim of lien filed. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot assessments in favor of any municipal or other governmental assessing unit, and the liens which are hereinafter specifically described below. To the extent permitted by law, any such lien may be foreclosed by judicial or non-judicial methods. A nonjudicial foreclosure sale must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Texas Property Code § 51.002 or in any manner permitted or not prohibited by Applicable Law and must comply with prerequisites required by Applicable Law. In any foreclosure, Owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorneys' fees, subject to any limitations of Applicable Law. The Association has the power to bid on the Lot at the foreclosure sale and to acquire, hold, lease, mortgage, and convey same. The lien provided for herein shall be in favor of the Association and all other Lot Owners. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. If such foreclosure is by action in court, reasonable attorney's fees, court costs, title search fees, interest, and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner of a Lot, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

11.6 SUBORDINATION OF THE LIEN TO MORTGAGES. The assessment lien described herein shall be subordinate to any first deed of trust lien on the Property or a Lot which was recorded before the delinquent assessment became due and any deed of trust home equity lien or lien for improvements on a Lot which was recorded before the delinquent assessment became due.

11.7 CERTIFICATES. The Declarant and/or the Board shall upon demand at any time furnish to any Owner liable for said assessment, a certificate in writing signed by Declarant and/or 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. A reasonable charge may be made by the Board for the issuance of such certificate.

11.8 ALTERNATIVE PAYMENT SCHEDULE GUIDELINES. It is the policy of the Association that any agreement entered into by and between the Association and any Owner shall comply with Section 209.0062, Texas Property Code and the following terms and conditions:

(a) Upon the request of an Owner, the Board shall approve a plan whereby the Owner shall be authorized to enter into an "Alternative Payment Schedule Plan" ("Payment Plan"), and make partial payments of any regular assessment, special assessments, and/or any other amount owed to the Association over such period of time as may be agreed upon between the Association

and the Owner, but in no event shall the Payment Plan be for a period of time of less than three (3) months.

(b) Any Payment Plan entered into by the Association shall not extend more than eighteen (18) months from the date of the Owner's request for a payment plan.

(c) The Association is not required to enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan.

(d) The Payment Plan shall be in writing, in such form as set forth as adopted by the Board. The Payment Plan shall be an enforceable contract and shall confirm the amounts due to the Association, including a breakdown of assessments, penalties, late fees, interest, and attorney's fees, if applicable.

(e) During the existence of the Payment Plan, and provided that all payments are timely paid by the Owner, no additional "monetary penalties" shall be charged to the Owner. For the purpose of this Section, "monetary penalties" does not include reasonable costs associated with administering the payment plan or interest. For the purpose of this Section "delinquent" means that payment was not received by the Association on or before 5:00 o'clock p.m. Central Time on the date the payment is due.

(f) The Owner may be responsible to pay a flat fee, to be determined by the Board, for preparation of the Payment Plan, which shall be due upon the execution and return to the Association by the Owner with Owner's first payment under the Payment Plan. Should the Owner become delinquent in payment under the Payment Plan, then the Association shall send a letter to the Owner giving notice of the delinquency and making demand for Owner to pay, in full, in not less than ten (10) days of the date of the letter, all amounts due under the Payment Plan. If the Owner has not paid all amounts due in such time, then the Association will, at its discretion, take further legal action to enforce its rights and seek judicial foreclosure of the maintenance fee lien provided by the deed restrictions.

11.9 CAPITALIZATION OF ASSOCIATION – WORKING CAPITAL.

(a) Each Owner (other than Declarant or Builder) of a Lot with a completed Residence thereon will pay a working capital contribution to the Association (the "Contribution") in an amount equal to Three Hundred Twenty-Five and No/100 Dollars ($325.00), which amount shall be due immediately upon the transfer of title to the Lot. The Contribution shall not apply to subsequent resales of a Lot. The Contribution may be increased without amendment to this Declaration, by the Board, by no more than twenty-five percent (25%) per year. The Board may transfer the funds to the Association's reserve fund account. The Contribution will be in addition to, not in lieu of, any other assessments or other charges levied in accordance with this Article and will not be considered an advance payment of such assessments.

(b) Notwithstanding the foregoing provision, the following transfers will not be subject to the requirement to pay the Contribution: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; or (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child or parent. In the event of any dispute regarding the application of the Contribution to a particular Owner, the Board's determination regarding application of the exemption will be binding and conclusive without regard to any contrary interpretation of this Section.

ARTICLE 12 – ADMINISTRATION AND MANAGEMENT

12.1 GOVERNING DOCUMENTS. The administration of the Property shall be governed by these Restrictions, the Bylaws, and any Design Guidelines or the Rules and Regulations of the Association as promulgated and published from time to time.

12.2 EVIDENCE OF COMPLIANCE WITH DECLARATION. Records of Declarant or the Association with respect to compliance with this Declaration shall be conclusive evidence as to all matters shown by such records. A certificate of completion and compliance issued by Declarant, the secretary of the Association, or designated agent, stating that the improvements to a Lot were made in accordance with this Declaration, or a certificate as to any matters relating to this Declaration issued by Declarant or the secretary of the Association, shall be conclusive evidence that shall justify and protect any title company insuring title to any portion of the Property and shall fully protect any purchaser or lender in connection therewith.

12.3 PERSONAL PROPERTY FOR COMMON USE. The Association may acquire and hold property, tangible and intangible, real and personal, in the name of the Association, for the use and benefit of all Owners and may dispose of the same by sale or otherwise. The beneficial interest in any such property shall be owned by the Owners, and their interest therein shall not be transferable; however, the interest of an Owner shall be deemed to be transferred upon the transfer of title to the Owner's Lot, including foreclosure.

ARTICLE 13 -- RIGHTS OF DECLARANT

During the Development Period, Declarant hereby specifically excepts, excludes, and reserves the following rights and interests in the Property:

13.1 AMENDMENTS. Declarant shall have the right to amend this Declaration and each amendment shall apply to all of the Property, whether owned by Declarant or not.

13.2 PLAT REVISION. Declarant reserves the right to replat the Property and revise the acreage and configuration of Lots owned by Declarant, to change any building lines or setback lines, or change the course or size of easements so long as Declarant holds legal title to the affected Lots.

13.3 SALES AND CONSTRUCTION ACTIVITIES. Declarant shall have the right to maintain sales and administrative offices, construction offices or trailers, model homes, and parking facilities, storage facilities, and signs on the Property and to conduct sales activities on the Property as long as Declarant owns at least one (1) Lot.

13.4 CONSTRUCTION WORK BY DECLARANT. Declarant shall have the right to construct and complete the construction of Roads and any common improvements on the Property. In connection therewith, Declarant reserves the right to use, occupy, and excavate the surface and subsurface of the ground for the erection, construction, and installation of said improvements including, but not limited to, the right to locate, install, maintain, and repair all utilities and utility lines, whether temporary or permanent, necessary for Declarant's construction, reconstruction, maintenance, and operation. Declarant also reserves the right to extend the Roads located or to be located on the Property to other property. Declarant, in addition, reserves the right to convey to any county, water district, sanitary sewer district, or other municipal or quasi municipal corporation all sewer lines and mains, water lines and mains, and any other utilities constructed or to be constructed on the Property, together with suitable rights-of-way over said lands for the required maintenance, repair, replacement, and operation thereof. The foregoing rights reserved by Declarant do not impose on Declarant the obligation to construct or install any improvements of any kind.

13.5 DECLARANT REIMBURSEMENT. Out-of-pocket expenses of Declarant incurred on behalf of the Association shall be reimbursed to Declarant upon request. Without limiting the generality of the foregoing, the assessments levied by the Association may be used to reimburse Declarant for all out of pocket costs and expenses incurred by Declarant in organizing and conducting affairs on behalf of the Association, including, but not limited to, organization costs of the Association, creation and modification of the Declaration and any amendments thereto, legal and accounting fees, and other costs.

13.6 DEVELOPMENT OF PROPERTY. Declarant reserves the right to facilitate the development, construction, and marketing of the Property and the right to direct the size, shape, and composition of the Property. Notwithstanding Applicable Laws that link a declarant's control of real property development with its control of the governing body, Declarant and this Declaration recognize the independent of those realms and functions. Declarant may terminate its reserved right to appoint officers and directors of the Association without affecting any of Declarant's other rights and reservations under this Declaration or Applicable Law.

13.7 INDEPENDENT OF RESERVATION PERIODS. This Declaration creates a number of periods of time for the exercise by Declarant of certain reserved rights, such as the Declarant Control Period and Development Period, for example. Each reservation period is independent of the others. Each reservation period is for a term of years or until a stated status is attained and does not require that Declarant own a Lot or any other land in the Property. No act, statement, or omission by the Association, a Builder, or any other party may effect a change or termination of any reservation period. Declarant, however, may unilaterally change any reservation period by amending this Declaration. To document the end of a reservation period, Declarant may (but is not required to) execute and publicly record a notice of termination of the period.

ARTICLE 14 – INSURANCE AND INDEMNIFICATION

14.1 ASSOCIATION INSURANCE.

(a) The Association is vested with the authority to and shall obtain and maintain in full force and effect commercial general liability insurance and such other insurance, as it deems necessary or desirable. All such insurance shall be obtained from responsible companies duly authorized and licensed to do business in the State of Texas. To the extent possible, the insurance shall provide for a waiver of subrogation by the insurer as to claims against the Association, its directors, officers, employees, agents and Owners and provide that the policy of insurance shall not be terminated, canceled, or substantially modified without at least thirty (30) days prior written notice to the Board. Any insurance policy may contain such deductible provisions, as the Board deems consistent with good business practice. The cost and expense of all insurance obtained by the Association shall be paid out of Association funds.

(b) The Association will not carry any insurance pertaining to, nor does it assume any liability or responsibility for, the real or personal property of the Owners (and their respective family members and guests). Each Owner expressly understands, covenants and agrees with Declaration and the Association that neither Declarant nor the Association has any responsibility or liability of any kind or character whatsoever regarding or pertaining to the real and personal property of each Owner and each Owner shall, from time to time and at various times, consult with reputable insurance industry representatives of each Owner's own selection to select, purchase, obtain and maintain appropriate insurance providing the amount, type and kind of insurance deemed satisfactory to each Owner covering his or her real and personal property. If a loss is due wholly or partly to an act or omission of an Owner or their invitees,

the Owner shall reimburse the Association for the amount of the deductible that is attributable to the act or omission upon demand from the Association.

14.2 APPOINTMENT OF ASSOCIATION AS TRUSTEE. Each Owner irrevocably appoints the Association as his trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association

14.3 COMMON AREA INSURANCE. To the extent it is reasonably available; the Association will obtain blanket all-risk insurance for insurable Common Areas. If blanket all risk insurance is not reasonably available, then the Association will obtain an insurance policy providing fire and extended coverage. Also, the Association will insure the improvements on any Lot owned by the Association.

14.4 GENERAL LIABILITY. To the extent it is reasonably available, the Association will maintain a commercial general liability insurance policy over the Common Areas – expressly excluding the liability of each Owner and resident within his Lot for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Areas. If the policy does not contain a severability of interest provision, it should contain an endorsement to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or other Owners.

14.5 DIRECTORS & OFFICERS LIABILITY. The Association shall maintain directors and officer's liability insurance, errors and omissions insurance, indemnity bonds, or other insurance the Board deems advisable to insure the Association's directors, officers, committee members, and managers against liability for an act or omission in carrying out their duties in those capacities.

14.6 OTHER COVERAGES. The Association may maintain any insurance policies and bonds deemed by the board to be necessary or desirable for the benefit of the Association, including but not limited to worker's compensation insurance, fidelity coverage, and any insurance and bond requested and required by a national institutional underwriting lending for planned unit developments as long as the underwriting lender is a mortgagee or an owner.

14.7 INDEMNIFICATION. **EACH BOARD MEMBER, OFFICER, DIRECTOR, ACC OR OTHER COMMITTEE MEMBER, OR AGENT OF THE ASSOCIATION SHALL BE INDEMNIFIED BY THE ASSOCIATION AGAINST ALL EXPENSES AND LIABILITIES, INCLUDING ATTORNEY'S FEES, REASONABLY INCURRED BY OR IMPOSED UPON HIM IN ANY PROCEEDING TO WHICH HE MAYBE A PARTY, OR IN WHICH HE MAY BECOME INVOLVED, BY REASON OF HIS BEING OR HAVING BEEN A BOARD MEMBER, OFFICER, DIRECTOR, COMMITTEE MEMBER, OR AGENT OF THE ASSOCIATION; PROVIDED, HOWEVER, THAT (A) IN THE CASE OF DECLARANT OR ANY AFFILIATE ENTITY OF DECLARANT, OR ANY OFFICER, DIRECTOR, OR EMPLOYEE OF DECLARANT OR ANY AFFILIATE, THIS INDEMNIFICATION SHALL NOT APPLY IF DECLARANT OR ANY AFFILIATE OR THE INDEMNIFIED OFFICER, DIRECTOR, OR EMPLOYEE OF DECLARANT OR ANY AFFILIATE IS ADJUDGED GUILTY OF GROSS NEGLIGENCE OR MALFEASANCE IN THE PERFORMANCE OF ITS OR HIS OBLIGATIONS HEREUNDER, AND (B) IN THE CASE OF ANY OTHER INDEMNIFIED PARTY, THIS INDEMNIFICATION SHALL BE APPLICABLE ONLY AS SET FORTH IN THE BYLAWS OF THE ASSOCIATION.**

ARTICLE 15 – OWNER ACKNOWLEDGMENTS

15.1. ADJACENT LAND USE. By acquiring an ownership interest in a Lot, each Owner acknowledges that the uses, platting, and development of land within, adjacent to, or near the Property may change over time, and from time to time, and that such a change may affect the value of Owner's Lot. Whether an Owner is consulted about a proposed change to real property within the vicinity of the Owner's Lot is a function of local government, and not a function of the Association. Nothing in this Declaration or the other Governing Documents may be construed as a representation of any kind by the Association, Builders, or Declarant as to current or future uses, actual or permitted, of any land that is adjacent to or near the Property, regardless of what the Plat shows as potential uses of adjoining land. The Association, Builders, and Declarant cannot and do not guaranty scenic views, volumes of traffic on streets around and through the Property, availability of schools or shopping, or any other aspect of the Property that is affected by the uses or conditions of adjacent or nearby land, water, or air.

15.2 SITE INSPECTION. A prospective owner or resident must make his own inspection of the Property, its location, and adjoining land uses, and make inquiries of anything that concerns him. Although the Plat and this Declaration may contain a limited number of disclosures about the Property and its location of the date of the Declaration, neither the Association nor Declarant makes any representation that these are the only noteworthy features of the Property or its location.

15.3 NOTICE OF IMPRECISE TERMINOLOGY. Words, acronyms, labels, and legends used on a Plat to describe land uses are imprecise terms which may be modified by subsequent acts and decisions by public or quasi-public authorities without the formality of amending the Plat.

15.4 STREETS WITHIN PROPERTY. Because streets within the Property may be capable of being converted from publicity dedicated to privately owned, and vice versa, this Section addresses both conditions. Private streets, if any, are part of the Common Area which is governed by the Association. Public streets are part of the Common Area only to the extent a public or quasi-public body, such as the City, county, or a special district, authorizes or delegates to the Association.

15.4.1 PUBLIC STREETS. As to public streets, the Association is specifically authorized (1) to accept from a public or quasi-public body any delegation of street-related duties, and (2) to act as attorney in fact for the owners in executing instruments required by Applicable Law to impose, modify, enforce, or remove restrictions or traffic devices (such as speed bumps) on public streets in the Property.

15.4.2 PRIVATE STREETS. **Only if and when the Property has private streets**, the Association is specifically authorized to adopt, amend, repeal, and enforce rules, regulations, and procedures for use of the Property's private streets, such as, without limitation, (1) establishing and enforcing speed limits, (2) location, use, and appearance of traffic control devices, such as signs and speed bumps, (15) designation of parking or no-parking areas, (4) limitations or prohibitions on curbside parking, (5) removal or prohibition of vehicles that violate applicable rules and regulations, (6) fines for violations of applicable rules and regulations, and (7) programs for controlling access through entrance and emergency access gates, if any.

15.5 RIGHTS OF CITY. The City, including its agents and employees, has the right of immediate access to the Common Areas at all times if necessary for the welfare or protection of the public, to enforce City ordinances, or to improve the appearance of or to preserve public property, public easements, or public rights of way. If the Association fails to maintain the Common Areas to a standard acceptable to the City, the City may give the Association a written demand for maintenance. If the Association fails or refuses to perform the maintenance within a reasonable period of time after receiving the City's written demand (at least 90 days), the City may maintain the Common Areas at the expense of the Association after giving

written notice of its intent to do so to the Association. The City may give its notices and demands to any officer, director, or agent of the Association, or alternatively, to each owner of a Lot as shown on the City's tax rolls. To fund the City's cost of maintaining the Common Areas, the City may levy assessments against the lots and owners in the same manner as if the Association levied a special assessment. The rights of the City under this Section are in addition to other rights and remedies provided by law.

THE CITY IS NOT RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON AREAS, INCLUDING BUT NOT LIMITED TO, THE MASONRY WALLS ALONG MATLOCK ROAD AND S.H. 360, AND THE SCREENING DEVICE ALONG HARMON ROAD, INCLUDING THE PARKWAY BETWEEN THE SCREENING WALL OR DEVICE AND THE STREET; AND THE ENHANCED ENTRYWAY FEATURES, INCLUDING BUT NOT LIMITED TO, MEDIANS, LANDSCAPING, ANY NON-STANDARD PAVEMENT, AND THE ENHANCED MASONRY WALLS WITH SIGNAGE.

15.6 MINERAL INTERESTS. In the era in which this Declaration is written, there is renewed interest in oil and gas exploration.

15.6.1 MINERAL INTERESTS RESERVED. On the date of this Declaration, it is expected that all mineral interests and water rights will have been reserved by a prior owner of the Property or conveyed pursuant to one or more deeds or other instruments recorded in the Real Property Records of the County Clerk of the county in which the Property is located, including but not limited to rights to all oil, gas, or other minerals and water lying on, in, or under the Property and surface rights of ingress and egress. Because the instruments conveying or reserving mineral interests and water rights were recorded prior to this Declaration, those interests in the Property are superior and are not affected by any provision to the contrary in this Declaration. By accepting title to or interest in a Lot, every Owner acknowledges the existence of the mineral and water rights and/or reservations referenced in this Section and the attendant rights in favor of the owner or owners of the mineral interests.

15.6.2 MINERAL RESERVATION BY DECLARANT. In the event (1) a mineral interest or water right for any part of the Property has not been reserved or conveyed prior to Declarant's conveyance of the Property, or (2) a reservation or conveyance of mineral interests and water rights is determine to be invalid or to have terminated, Declarant hereby reserves for itself all right, title, and interest in and to the oil, gas, and other minerals and water in, on, and under and that may be produced from the Property, to have and to hold forever.

15.6.3 ASSOCIATION AS TRUSTEE. By accepting title to or interest in a Lot, each owner acknowledges that any oil, gas, mineral, water, or other natural element in, on, under, or over any part of the Property that has not previously been reserved or conveyed is owned by the Association for the collective and undivided benefit of all owners of the Property. In support of that purpose, each Owner, by accepting title to or interest in a Lot, irrevocably appoints the Association as his trustee to negotiate, receive, administer, and distribute the proceeds of any interest in oil, gas, mineral, water, or other natural element in, on, under, or over the owner's Lot and that may be produced from the owner's Lot for the collective and undivided benefit of all owners of the Property.

15.7 NOTICE OF LIMITATION ON LIABILITY. **THE DEVELOPMENT OF THE PROPERTY OCCURS DURING A PERIOD WHEN MANY LOCAL GOVERNMENTS ARE TRYING TO BE ABSOLVED OF LIABILITY FOR FLOOD DAMAGE TO PRIVATE PROPERTY. AS A CONDITION OF PLAT APPROVAL, A GOVERNMENTAL ENTITY MAY REQUIRE A PLAT NOTE THAT NOT ONLY DISAVOWS THE ENTITY'S LIABILITY FOR FLOOD DAMAGE, BUT CONVEYANCE IS REQUIRED BY THE DISTRICT OR ENTITY, OR IF THE BOARD DEEMS SUCH A CONVEYANCE TO BE IN THE BEST INTEREST OF THE ASSOCIATION.**

THE ASSOCIATION MAY ACCEPT OR CONVEY A REAL PROPERTY INTEREST IN A COMMON AREA FROM OR TO, AS THE CASE MAY BE, A PRIVATE PERSON IF THE CHANGE OF OWNERSHIP DOES NOT RESULT IN A SIGNIFICANT CHANGE OF LAND USE AND IF THE CONVEYANCE IS APPROVED BY OWNERS REPRESENTING AT LEAST A MAJORITY OF VOTES IN THE ASSOCIATION. ANY OTHER CONVEYANCE OF COMMON AREAS, EXCEPT TO AND FROM DECLARANT, OR FROM A BUILDER, MUST BE APPROVED BY OWNERS OF AT LEAST TWO-THIRDS OF THE LOTS. PROPERTY INTERESTS CAPABLE OF CONVEYANCE INCLUDE, WITHOUT LIMITATIONS, FEE TITLE TO ALL OR PART OF A COMMON AREA, AN EASEMENT ACROSS REAL PROPERTY, AND A LEASE OR LICENSE OF REAL PROPERTY.

15.8 SOIL MOVEMENT. Each Owner acknowledges that the failure or excessive movement of any foundation of any Residence can result in the diminished value and overall desirability of the entire Property. Each Owner agrees and understands that the maintenance of the moisture content of the soils on each Lot is necessary to preserve the structural integrity of each Residence in the Property. Each Owner also acknowledges that the long term value and desirability of the Property is contingent upon each Owner maintaining his Residence so that no structural failure or excessive soil movement occurs within the Property.

> **EACH OWNER IS HEREBY NOTIFIED THAT THE SOIL COMPOSITION IN NORTH TEXAS IN GENERAL AND THE PROPERTY IN PARTICULAR AND THE CONDITION OF THE LOTS MAY RESULT IN THE SWELLING AND/OR CONTRACTION OF THE SOIL IN AND AROUND THE LOT IF THE OWNER OF THE LOT DOES NOT EXERCISE THE PROPER CARE AND MAINTENANCE OF THE SOIL REQUIRED TO PREVENT SOIL MOVEMENT.**

If an Owner fails to exercise the necessary precautions, then damage, settlement, movement or upheaval to the foundation and structural failure may occur. Owners are highly encouraged to install and maintain proper irrigation around their Residence or take such other measures to ensure even, proportional, and prudent watering around the foundation of the Residence.

15.9 WOOD. Natural wood has considerable variation due to its organic nature. There may be shades of white, red, black or even green in areas. In addition, mineral streaks may also be visible. Grain pattern or texture will vary from consistent to completely irregular; wood from different areas of the same tree can also have variations in pattern or texture. It is these variations in wood that add to its aesthetic appeal. These variations in grain will in turn accept stain in varying amounts, which will show throughout the wood products from one door to the next, one panel to the next or one piece of wood to the next. Also, cabinet finishes (including gloss and/or matte finishes) will not be entirely consistent and some minor irregularities will be apparent. Additionally, wood and wood products may be subject to warping, splitting, swelling and/or delamination, and surfaces may weather differently due to the type of wood, its location in or on a Residence, and other factors. Wood floors may require more maintenance than some man-made materials. Owners of Residences with wood floors should educate themselves about wood floor care.

15.10 STONE. Veins and colors of any marble, slate or other stone if any, within a Residence, may vary drastically from one piece of stone to another. Each piece is different. Marble, granite, slate and other stone can also have chips and shattering veins, which look like scratches. The thickness of the joints between marble, granite, slate and other stone and/or other materials against which they have been laid will vary and there will be irregularities in surface smoothness. Marble and other stone finishes may be dangerously slippery and Declarant assumes no responsibility for injuries sustained as a result of exposure to or use of such materials. Periodic use of professionally approved and applied sealant is needed to ensure proper maintenance of the marble, granite, slate and other stone and it is the Owner's responsibility to

properly maintain these materials. Marble, granite and other stone surfaces may scratch, chip or stain easily. Such substances, as part of their desirable noise attenuating properties, may flex or move slightly in order to absorb impacts. Such movement may in turn cause grout to crack or loosen or cause some cracking in the stone flooring which may need to be repaired as part of normal home maintenance.

15.11 CHEMICALS. Each Residence will contain products that have water, powders, solids and industrial chemicals, which will be used in construction. The water, powders, solids and industrial chemicals will and do contain mold, mildew, fungus, spores and chemicals that may cause allergic or other bodily reactions in certain individuals. Leaks, wet flooring and moisture will contribute to the growth of molds, mildew, fungus or spores. Declarant is not responsible for any illness or allergic reactions that a person may experience as a result of mold, mildew, fungus or spores. It is the responsibility of the Owner to keep their Residence clean, dry, well ventilated and free of contamination.

ARTICLE 16 – GENERAL PROVISIONS

16.1 TERM OF RESTRICTIONS. Unless amended as provided herein, the provisions of this Declaration run with and bind the Property and will remain in effect perpetually to the extent permitted by Law.

16.2 AMENDMENT BY DECLARANT. So long as Declarant owns at least one (1) Lot, the Declaration and the Restrictions may be amended or revoked only by Declarant, and no other Owner shall have a vote regarding amendment or revocation. Nor may this Declaration or any other Government Document be amended to increase the liabilities or responsibilities of Declarant without Declarant's written and acknowledged consent, which must be part of the recorded amended instrument.

16.3 AMENDMENT BY BOARD. The Board may not unilaterally amend the Declaration, Restrictions, or Governing Documents, except for the following limited purposes, which must be clearly identified in the instrument of amendment, and then only to the extent necessary to achieve the permitted goal, and only with the unanimous written consent of all directors, there being no vacancy on the Board:

(a) To qualify the Property or the Association for mortgage underwriting, tax exemption, insurance coverage, or any public or quasi-public program or benefit, if doing so is in the best interests of the Association and its members.

(b) To correct an obvious error that affects the validity or enforceability of the document, if doing so is in the best interests of the Association and its members.

(c) To comply with a requirement of Applicable Law that requires a specific provision to be included in or removed from a document.

16.4 AMENDMENT BY OWNERS. Except for certain amendments of this Declaration that may be executed by Declarant alone, or by the Board alone, amendments to this Declaration must be approved with the consent of sixty-seven percent (67%) of all outstanding votes of the Owners, with each Lot being entitled to one (1) vote. Cumulative voting will not be permitted. For an amendment of this Declaration that requires the approval of the Owners, the consents may be solicited by any method selected by the Board, from time-to-time, pursuant to the Bylaws and Applicable Law, provided the method gives each Owner the exact wording of the proposed amendment, a description of the effect of the proposed amendment, and an opportunity to vote for or against the proposed amendment. To be effective, an amendment approved by the requisite number of Owners or directors must be in the form of a written instrument (a) referencing the name of the Property, the name of the Association, and the recording data of this Declaration and any amendments hereto; (b) signed and acknowledged by an officer of the Association, certifying the requisite

approval of Owners or directors, and (c) recorded in the Real Property Records of Ellis and Johnson Counties, Texas. An amendment to terminate the Declaration and Restrictions must be approved by Owners of at least eighty (80) percent of the Lots.

(a) AMENDMENT BY LAW. If the Board determines that the significance of the provision that is changed by operation of law should be brought to the attention of the Owners and the public, the Board, without a vote of the Owners, may issue a Notice of Change that references the provision of a Governing Document and how it was affected by Applicable Law. The Notice may be recorded in the Real Property records and does not constitute an amendment of the Governing Document. If such a Notice is issued, the Association will notify Owners of its existence and will make it available to Owners as a record of the Association. This provision may not be construed to give the Board unilateral amendment Powers, nor to prevent an amendment of a Governing Document to achieve the same purpose.

16.5 COMPLAINTS BY OWNER. If any Owner believes any other Owner is in violation of this Declaration, he or she may so notify such Owner in writing, explaining the reasons for such complaint. If the Owner fails to remedy the alleged violation in ten (10) days after delivery of such notice, a complaint may be transmitted in writing to the President of the Association or the managing agent, who shall thereupon notify the Board. The Board shall have the right (but not the obligation or duty) to commence with the enforcement process, including, but not limited to, legal action, at law or in equity, to enforce this Declaration, and may recover its reasonable expenses, including attorney's fees. Without limiting the foregoing, the Association may take such other action as it deems necessary to cure the Owner's violation and the cost expended by the Association in doing so shall be a charge and lien upon the subject Lot.

16.6 COMPLAINTS BY ASSOCIATION. If an Owner is in violation of this Declaration, the Association may so notify such Owner in writing. If the Owner fails to remedy the violation within ten (10) days following delivery of such notice, then the Association shall have the right (but not the obligation or duty) to commence with the enforcement process, including, but not limited to, legal action, at law or in equity, to obtain a temporary restraining order and subsequent injunction, to enforce this Declaration, and may recover the damages owed by such Owner pursuant to the section below, any other damages incurred by the Association, and its reasonable expenses, including attorney's fees. Without limiting the foregoing, the Association may take such other action as it deems necessary to cure the Owner's violation and the cost expended by the Association in doing so shall be a charge and lien upon the subject Lot.

16.7 PER DAY DAMAGES FOR VIOLATIONS. Any Owner in breach or violation of the Restrictions shall incur a penalty up to $25 per day per breach or violation until the breach or violation is remedied or cured. The Board may establish a fine policy or structure consistent with this Section 16.7. Such sum shall be payable to the Association as damages.

16.8 WAIVER OF ENFORCEMENT. Waiver of enforcement of any provision of this Declaration shall be limited to that particular provision which is waived, in writing, as to a particular matter as it relates to a particular Lot, and shall not be construed to be a waiver of any other provision of this Declaration. A variance granted by Declarant or the Association is not a waiver.

16.9 EFFECT OF ORDINANCES. Police, fire, and other public safety ordinances of any governmental corporation or unit having jurisdiction over any portion of the Property shall govern where more restrictive than this Declaration.

16.10 BYLAWS. To the extent of any conflict between this Declaration and the Bylaws, this Declaration shall control.

16.11 SEVERABILITY. Invalidation of any provision of this Declaration by judgment or court decree shall in no way affect any other provisions which shall remain in full force and effect. Nothing herein shall be in conflict with Texas homestead law. Should a provision herein be in conflict, Texas homestead law shall apply. All other provisions shall remain in full force and effect.

16.12 INTENTIONALLY OMITTED.

16.13 ANNEXATION. Declarant unilaterally, or the Association upon an affirmative vote of two-thirds (2/3) of the Lots in the Property, may at any time subject additional land to this Declaration and the Restrictions by filing an amendment or supplement to this Declaration covering the additional land and declaring it to be subject hereto. Unless the additional land is an easement interest or Common Area, the land covered by the amendment to this Declaration shall be deemed to be a Lot or Lots, as described in the amendment or supplement, and part of the Property and each Owner of the additional land shall be deemed an Owner, and entitled to membership in the Association, in accordance with the terms of this Declaration.

16.13.1 PLATTING AND REPLATTING. Any unplatted land subject to this Declaration may be platted in whole or in part, and in phases. Additionally, any platted portion of the Property may be replatted, in whole or in part, for any reason, such as to change lot boundaries, to increase or decrease the number of lots in the Property, to change land use, to convert residential lots into common area and common area into residential lots, to impose or remove easements, and to effect any other land use which, in the sole discretion of Declarant, is conducive to development of the Property.

16.13.2 EXPANSION. Whether or not expansion is anticipated by the original development plan for the Property, Declarant reserves the unilateral right (not duty) to make additional real property subject to this Declaration and to the jurisdiction of the Association. Declarant may - but is not required to - subject any or all of the Annexable Land to this Declaration in one or more installments by recording a supplemental declaration in the Official Public Records of Ellis and Johnson Counties, Texas.

16.13.3 RECORDING OF ANNEXATION. The annexation of such real property shall be evidenced by a written Recorded document which provides for the following information:

(i) A legally sufficient description of the Annexable Land being added or annexed;

(ii) That the Annexable Land is being annexed in accordance with and subject to the provisions of this Declaration, that all of the provisions of this Declaration, as amended, shall apply to the Annexable Land being added or annexed with the same force and effect as if said Annexable Land were originally included in this Declaration, and that the Annexable Land being annexed shall be developed, held, used, sold and conveyed in accordance with, and subject to, the provisions of this Declaration as theretofore and thereafter amended;

(iii) The Supplemental Declaration is only intended to annex the Annexable Land and shall not contain any terms or provisions that are in conflict, inconsistent or contradictory to this Declaration. In the event of any conflict, inconsistency, or contradiction, the terms of this Declaration shall control and supersede the terms of the Supplemental Declaration; and

(iv) That an assessment lien is therein created and reserved in favor of the Association to secure collection of the Assessments as provided in this Declaration, and as provided for, authorized or contemplated in the Supplemental Declaration, and setting forth the Assessment and the amount of any other then applicable Assessments (if any) for the Lots within the Annexable Land being made subject to this Declaration.

16.14 POWER OF ATTORNEY. Each Owner hereby makes, constitutes, and appoints Declarant as his/her true and lawful attorney-in-fact 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 and shall remain in full force and effect thereafter until the fifteenth (15^{th}) anniversary of the recordation of this Declaration.

16.15 GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, in all cases shall be assumed though fully expressed in each case.

16.16 NOTICES. 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 mail, postage prepaid, certified mail, return receipt requested (if required by Applicable Law), addressed to the Owner at the Lot or such other address and Owner has registered with the ACC.

16.17 LIBERAL INTERPRETATION. The terms and provisions of each Governing Document are to be liberally construed to give effect to the purposes and intent of the Governing Document. All doubts regarding a provision in any Governing Document or Applicable Law, including restrictions on the use or alienability of property, will be resolved in the following order of preferences, regardless which party seeks enforcement: first to give effect to Declarant's intent to protect Declarant's interests in the Property; second to give effect to Declarant's intent to direct the expansion, build-out, and sell-out of the Property; third to give effect to Declarant's intent to control governance of the Association for the maximum permitted period; then in favor of the operation of the Association and its enforcement of the Governing Documents for the benefit of owners collectively; and finally to protect the rights of individual owns.

16.18 RESERVATION OF RIGHTS. Declarant hereby reserves for itself each and every right, reservation, privilege, and exception available or permissible under Applicable Law for declarants and developers of residential subdivisions, if and to the full extent that such right, privilege, or exception is beneficial to or protective of Declarant or Builders. If the benefit or protection of Applicable Law is predicated on an express provision being in this Declaration or other Governing Document, such provision is hereby incorporated by reference unless Declarant executes an instrument to disavow such benefit or protection.

16.19 EMAIL REGISTRATION POLICY. The Declarant hereby adopts this policy to establish a means by which members of the Association might register and maintain their email addresses for the purpose of

receiving certain required communications from the Association. Should the Association maintain a community website capable of allowing Owners to register and maintain an email address with the Association, then the Owner is responsible for registering and updating whenever necessary such email address so that the Owner can receive email notifications of certain required communications form the Association. Should the Association not maintain a community website, and then the Association shall provide each Owner with an Official Email Registration Form so that the Owner might provide to the Association an email address for the purpose of receiving email notifications of certain required communications from the Association. It shall be the Owner's responsibility to complete and submit the form to the Association, as well as updating the Association with changes to their email address whenever necessary.

16.20 INCORPORATED DOCUMENTS. The following documents are attached hereto and incorporated as if fully set forth herein:

Exhibit A – Legal Description of the Property
Exhibit B – Law-Based Sections
Exhibit C – Construction Related Restrictions
Exhibit D – Planned Development Standards

ARTICLE 17 – DISPUTE RESOLUTION

17.1 AGREEMENT TO ENCOURAGE RESOLUTION OF DISPUTES WITHOUT LITIGATION.

INTRODUCTION AND DEFINITIONS. The Association, the Owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "Parties"), agree to encourage the amicable resolution of disputes involving the Property and the Common Area to avoid the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all Claims as hereafter defined. This Article 17 may only be amended with the prior written approval of the Declarant, the Association (acting through a Majority of the Board), and Owners holding 100% of the votes in the Association.

As used in this Article only, the following words, when capitalized, have the following specified meanings:

(a) "Claim" means:

(i) Claims relating to the rights and/or duties of the Declaration, the Association, or the ACC, under the Restrictions.

(ii) Claims relating to the acts or omissions of the Declarant, the Association or a Board member or officer of the Association during control and administration of the Association, any claim asserted against the ACC.

(iii) Claims relating to the design or construction of the Common Area or any Improvements located on the Property.

(b) "Claimant" means any Party having a Claim against any other Party.

(c) "Respondent" means any Party against which a Claim has been asserted by a Claimant.

17.2 MANDATORY PROCEDURES. Claimant may not initiate any proceeding before any administrative tribunal seeking redress of resolution of its Claim until Claimant has complied with the procedures of this Article. As provided in Section 17.9 below, a Claim will be resolved by binding arbitration.

17.3 CLAIM BY THE ASSOCIATION – COMMON AREAS. In accordance with this Declaration, the Association does not have the power or right to institute, defend, intervene in, settle, or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Lot Owner (whether one or more); or (ii) pertaining to a Claim, as defined in Section 17.1(a) above, relating to the design or construction of Improvements on a Lot. In the event the Association or a Lot Owner asserts a Claim related only to the Common Area, as a precondition to providing the Notice defined in Section 17.5, initiating the mandatory dispute resolution procedures set forth in this Article 17, or taking any other action to prosecute a Claim related to the Common Area, the Association or a Lot Owner, as applicable, must:

(a) INDEPENDENT REPORT ON THE CONDITION OF THE COMMON AREAS. Obtain an independent third-party report (the "Common Area Report") from a licensed professional engineer which: (i) identifies the Improvements or Common Areas subject to the Claim including the present physical condition of the Common Areas; (ii) describes any modification, maintenance, or repairs to the Common Areas performed by the Lot Owner(s) and/or the Association; and (iii) provides specific and detailed recommendations regarding remediation and/or repair of the Common Areas subject to the Claim. For the purposes of this Section, an independent third-party report is a report obtained directly by the Association or a Lot Owner and paid for by the Association or a Lot Owner, as applicable, and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Association or a Lot Owner in the Claim. As a precondition to providing the Notice described in Section 17.5, the Association or Lot Owner must provide at least ten (10) days prior written notice of the inspection, calculated from the date of receipt of such notice, to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Common Area Report, the specific Common Areas to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Common Area Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in Section 17.5, the Association or Lot Owner shall have permitted each party subject to a Claim the right, for a period of ninety (90) days, to inspect and correct, any condition identified in the Common Area Report.

(b) CLAIM BY THE ASSOCIATION - OWNER MEETING AND APPROVAL. If the Claim is prosecuted by the Association, the Association must obtain approval from Members holding at least sixty-seven percent (67%) of the votes in the Association to: (i) provide the Notice described in Section 17.5, (ii) initiate the mandatory dispute resolution procedures set forth in this Article 17, or (iii) take any other action to prosecute a Claim, which approval from Members must be obtained at a special meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (i) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (ii) a copy of the Common Area Report; (iii) a copy of any proposed engagement letter, with the terms of such engagement between the Association and an attorney to be engaged by the Association to assert or provide assistance with the Claim (the "Engagement Letter"); (iv) a description of the attorney's fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which it may be liable if it is not the

prevailing party or that the Association will be required, pursuant to the Engagement Letter or otherwise, to pay if the Association elects to not proceed with the Claim; (v) a summary of the steps previously taken, and proposed to be taken, to resolve the Claim; (vi) an estimate of the impact on the value of each Lot if the Claim is prosecuted and an estimate of the impact on the value of each Lot after resolution of the Claim; (vii) an estimate of the impact on the marketability of each Lot if the Claim is prosecuted and during prosecution of the Claim, and an estimate of the impact on the value of each Lot during and after resolution of the Claim; (viii) the manner in which the Association proposes to fund the cost of prosecuting the Claim; and (ix) the impact on the finances of the Association, including the impact on present and projected reserves, in the event the Association is not the prevailing party. The notice required by this paragraph must be prepared and signed by a person other than, and not employed by or otherwise affiliated with, the attorney or law firm that represents or will represent the Association or Lot Owner, as applicable, in the Claim. In the event Members approve providing the Notice described in Section 17.5, or taking any other action to prosecute a Claim, the Members holding a Majority of the votes in the Association, at a special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

17.4 CLAIM BY OWNERS – IMPROVEMENTS ON LOTS. Notwithstanding anything contained herein to the contrary, **in the event a warranty is provided to a Lot Owner by Declarant or a Homebuilder relating to the design or construction of any Improvements (designed or constructed by Declarant or a Homebuilder) located on a Lot, then this Article 17 shall not apply to those items, and the Lot Owner's sole and exclusive remedies shall be pursuant to the agreement between the Owner and Homebuilder**. If a warranty has not been provided to a Lot Owner relating to the design or construction of any Improvements located on a Lot, then this Article 17 will apply. If a Lot Owner brings a Claim, as defined in Section 17.1, relating to the design or construction of any Improvements located on a Lot (whether one or more), as a precondition to providing the Notice defined in Section 17.5, initiating the mandatory dispute resolution procedures set forth in this Article 17, or taking any other action to prosecute a Claim, the Lot Owner must obtain an independent third-party report (the "Owner Improvement Report") from a licensed professional engineer which: (i) identified the Improvements subject to the Claim including the present physical condition of the Improvements, (ii) describes any modification, maintenance, or repairs to the Improvements performed by the Lot Owner(s) and/or the Association, and (iii) provides specific and detailed recommendations regarding remediation and/or repair of the Improvements subject to the Claim. For purposes of this Section, an independent third-party report is a report obtained directly by the Lot Owner and paid for by the Lot Owner, and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Lot Owner in the Claim. Asa precondition to providing the Notice described in Section 17.5, the Lot Owner must provide at least ten (10) days prior written notice of the inspection, calculated from the date of receipt of such notice, to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Owner Improvement Report, the specific Improvements to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Lot Owner Improvement Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in Section 17.5, the Lot Owner shall have permitted each party subject to a Claim the right, for a period of ninety (90) days, to inspect and correct, any condition identified in the Owner Improvement Report.

17.5 NOTICE. Claimant must notify Respondent in writing of the Claim (the "Notice"), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (ii) the basis of the Claim (i.e., the provision of the Restrictions or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this Section. For Claims governed by Chapter 27 of the Texas Property Code, the time period for negotiation in Section 17.6 below, is equivalent to the sixty

(60) day period under Section 27.004 of the Texas Property Code. If a Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with Section 17.6, to comply with the terms and provisions of Section 27.004 during such sixty (60) day period. Section 17.6 does not modify or extend the time period set forth in Section 27.004 of the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 could affect a Claim if the Claim is subject to Chapter 27 of the Texas Property Code. The one hundred and twenty (120) day period for mediation set forth in Section 17.7 below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to Section 17.7 is required without regard to the monetary amount of the Claim.

If the Claimant is the Association, the Notice will also include: (a) a true and correct copy of the Common Area Report; (b) a copy of the Engagement Letter; (c) copies of all reports, studies, analyses, and recommendations obtained by the Association related to the Common Area which forms the basis of the Claim; (d) a true and correct copy of the special meeting notice provided to Members in accordance with Section 17.3(b) above; and (e) reasonable and credible evidence confirming that Members holding sixty-seven percent (67%) of the votes in the Association approved providing the Notice. If the Claimant is not the Association and pertains to the Common Areas, the Notice will also include a true and correct copy of the Common Area Report. If the Claimant is not the Association and pertains to Improvements on a Lot, the Notice will also include a true and correct copy of the Owner Improvement Report.

17.6 NEGOTIATION. The Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (60) days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Property, then at such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the Property to take and complete corrective action.

17.7 MEDIATION. If the Parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed upon by the Parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Respondent may submit the Claim to mediation in accordance with this Section 17.7.

17.8 TERMINATION OF MEDIATION. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was termination. Thereafter, Claimant may file suit or initiate arbitration proceedings on the Claim, as appropriate and permitted by this Article.

17.9 BINDING ARBITRATION-CLAIMS. All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this Section 17.9.

(a) GOVERNING RULES. If a Claim has not been resolved after mediation as required by Section 17.7, the Claim will be resolved by binding arbitration in accordance with the terms of this Section 17.9 and the rules and procedures of the American Arbitration Association ("AAA") or, if the AAA is unable or unwilling to act as the arbitrator, then the arbitration shall be conducted by another neutral reputable arbitration service selected by Respondent in either Ellis or Johnson County, Texas. Regardless of what entity or person is acting as the arbitrator, the arbitration shall be conducted in accordance with the AAA's "Construction Industry Dispute Resolution Procedures" and, if they apply to the disagreement, the rules contained in the Supplementary Procedures for Consumer-Related Disputes. If such Rules have changed or been renamed by the time a disagreement arises, then the successor rules will apply. Also, despite the choice of rules governing the arbitration of any Claim, if the AAA has, by the time of Claim, identified different rules that would specifically apply to the Claim, then those rules will apply instead of the rules identified above. In the event of any inconsistency between any such applicable rules and this Section 17.9, this Section 17.9 will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal except as provided in Section 17.9(d), but may be reduced to judgment or enforced in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:

(i) One arbitrator shall be selected by Respondent, in its sole and absolute discretion;

(ii) One arbitrator shall be selected by Claimant, in its sole and absolute discretion; and

(iii) One arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

(b) EXCEPTIONS TO ARBITRATION; PRESERVATION OF REMEDIES. No provision of, nor the exercise of any rights under, this Section 17.9 will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

(c) STATUTE OF LIMITATIONS. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this Section 17.9.

(d) SCOPE OF AWARD; MODIFICATION OR VACATION OF AWARD. The arbitrator shall resolve all Claims in accordance with the applicable substantive law. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of this Section 17.9 and subject to Section 17.10 below (attorney's fees and costs may not be awarded by the arbitrator); provided, however, that for a Claim, or any portion of a Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages

which exceed the damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code. In all arbitration proceedings the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Texas law; (ii) conclusions of law that are erroneous; (iii) an error of federal or state law; or (iv) a cause of action or remedy not expressly provided under existing state or federal law. In no event may an arbitrator award speculative, consequential, or punitive damages for any Claim.

(e) OTHER MATTERS. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in either Ellis or Johnson County, Texas. The arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and Applicable Law. Each party agrees to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law or regulation. In no event shall any party discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

17.10 ALLOCATION OF COSTS. Notwithstanding any provision in this Declaration to the contrary, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Arbitration sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

17.11 GENERAL PROVISIONS. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

17.12 PERIOD OF LIMITATION.

(a) FOR ACTIONS BY AN OWNER. The exclusive period of limitation for any of the Parties to bring any Claim shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Owner discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design, four (4) years and one (1) day from the date that the Owner discovered or reasonably should have discovered evidence of the Claim; or (iii) for all Claims, the applicable statute of limitations under Texas law. In no event shall this Section 17.12(a) be interpreted to extend any period of limitations under Texas law.

(b) FOR ACTIONS BY THE ASSOCIATION. The exclusive period of limitation for the Association to bring any Claim, including, but not limited to, a Claim of construction defect or defective design of the Common Areas, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Association or its agents discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design of the Common Areas, four (4) years and one (1) day from the date that the Association discovered or reasonably should have discovered evidence of the Claim; or (iii) for all Claims, the applicable statute of limitations under Texas law. In no event shall this Section 17.12(b) be interpreted to extend any period of limitations under Texas law.

17.13 FUNDING ARBITRATION AND LITIGATION. The Association must levy a Special Assessment to fund the estimate costs of arbitration, including estimated attorney's fees, conducted pursuant to this Article 17 or any judicial action initiated by the Association. The Association may not use its annual operating income or reserve funds or savings to fund arbitration or litigation, unless the Association's annual budget or a savings account was established and funded from its inception as an arbitration and litigation reserve fund.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on the day and year written below.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

DECLARANT

JABEZ DEVELOPMENT, L.P.,
a Texas limited partnership,

By: _____
Bruce French
Its: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

Before me, the undersigned authority, on this the 30th day of JULY, 2018, appeared Bruce French, Vice President of Jabez Development, L.P., a Texas limited partnership, on behalf of said entity, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

_____
Notary Public, State of Texas

SANDY TRENTON
NOTARY PUBLIC-STATE OF TEXAS
COMM. EXP. 10-31-2019
NOTARY ID 2641680

EXHIBIT A -- LEGAL DESCRIPTION OF THE PROPERTY

MILL VALLEY
LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the Joseph Lawrence Survey, Abstract No. 616, the Cresanto Vela Survey, Abstract No. 1102, and the Seth M. Blair Survey, Abstract No. 135, Ellis County, Texas, and the Cresanto Vela Survey, Abstract No. 851, Johnson County, Texas, being all of that certain called 61.703 acre tract described in a deed to Jabez Development, L.P., recorded in Instrument No. 2016-33652 of the Deed Records of Ellis County, Texas (DRECT) and Instrument No. 2016-29898 of the Deed Records of Johnson County, Texas (DRJCT), and being more completely described as follows, to wit:

BEGINNING at a spike found for the westerly Southwest corner of said 61.703 acre tract, the most westerly corner of a called 5.258 acre tract described in a deed to Roger D. Swafford, et al recorded in Volume 2612, Page 1329 (DRECT), and being in the East line of a called 873.29 acre tract described in a deed to RUBY-07-SPMTGE, LLC recorded in Volume 2659, Page 1193 (DRECT), said point being in Davis Drive (County Road No. 516);

THENCE North 29 deg. 27 min. 30 sec. West along the Southwest line of said 61.703 acre tract and the East line of said 873.29 acre tract, a distance of 1915.82 feet to a 1/2" iron rod found;

THENCE North 59 deg. 32 min. 30 sec. East departing the East line of said 873.29 acre tract and continue along the Southwest line of said 61.703 acre tract, a distance of 25.00 feet to a 1/2" capped iron rod set stamped “GOODWIN & MARSHALL”, hereinafter referred to as 1/2" capped iron rod set, said point being in the Northeast right-of-way line of said Davis Drive as shown in the Plat of Harman Addition recorded in Volume 8, Page 868 of the Plat Records of Johnson County, Texas (PRJCT), from which a 1/2" iron rod found for reference bears North 59 deg. 32 min. 30 sec. East - 4.97 feet;

THENCE North 29 deg. 27 min. 30 sec. West along the Southwest line of said 61.703 acre tract and the Northeast right-of-way line of said Davis Drive, a distance of 145.47 feet to a 1/2" capped iron rod found stamped “GEODATA” at the intersection of said Northeast right-of-way line and the Southeast right-of-way line of Harmon Road as shown in said plat of Harman Addition;

THENCE North 59 deg. 32 min. 30 sec. East along the Southwest line of said 61.703 acre tract and the Southeast right-of-way line of said Harman Road, a distance of 123.71 feet to a 1/2" capped iron rod set, from which a 1/2" iron rod found for reference bears South 28 deg. 44 min. 08 sec. East - 4.97 feet;

THENCE North 28 deg. 44 min. 08 sec. West departing said Southeast right-of-way line and continue along the Southwest line of said 61.703 acre tract, a distance of 25.01 feet to a P.K. nail set with washer stamped “GOODWIN & MARSHALL”, hereinafter referred to as P.K. nail set, said point being in the centerline of said Harmon Road;

THENCE South 59 deg. 32 min. 30 sec. West along a Southwest line and the centerline of Harmon Road, a distance of 149.03 feet to a Railroad spike found for the most southerly corner

of said 61.703 acre tract, in the East line of said 873.29 acre tract, and being at the intersection of Harmon Road and Davis Drive;

THENCE North 29 deg. 27 min. 30 sec. West along a Southwest line of said 61.703 acre tract and the East line of said 873.29 acre tract, a distance of 133.48 feet to a 1/2" iron rod found for the most westerly corner of said 61.703 acre tract and an ell corner of said 873.29 acre tract;

THENCE North 59 deg. 32 min. 30 sec. East along a Northwest line of said 61.703 acre tract and a Southeast line of said 873.29 acre tract, a distance of 294.09 feet to a 1/2" iron rod found for an ell corner of said 61.703 acre tract and an ell corner of said 873.29 acre tract;

THENCE South 25 deg. 03 min. 37 sec. East along a Northwest line of said 61.703 acre tract and a Southeast line of said 873.29 acre tract, a distance of 136.81 feet to a 5/8" iron rod found for an ell corner of said 61.703 acre tract and an ell corner of said 873.29 acre tract, said point being in the centerline of Harmon Road;

THENCE North 58 deg. 58 min. 53 sec. East along the Northwest line of said 61.703 acre tract, the Southeast line of said 873.29 acre tract, and the centerline of said Harmon Road, a distance of 281.15 feet to a P.K. nail set, from which a 1-3/4" iron pipe found for reference bears South 29 deg. 27 min. 30 sec. East - 17.01 feet;;

THENCE North 59 deg. 52 min. 10 sec. East along said Northwest and Southeast lines and said centerline, a distance of 677.46 feet to a P.K. nail set for the most northerly corner of said 61.703 acre tract and the most westerly corner of a called 15.21 acre tract described in a deed to Sunbelt Land Investments/360, Ltd. recorded in Volume 2746, Page 1136 (DRECT), from which a 1-3/4" iron pipe found for reference bears South 29 deg. 26 min. 42 sec. East - 16.50 feet;

THENCE South 29 deg. 26 min. 42 sec. East departing the Southeast line of said 873.29 acre tract and said centerline, continue along the Northeast line of said 61.703 acre tract and the Southwest line of said 15.21 acre tract, a distance of 1682.90 feet to a 1/2" capped iron rod set for the most easterly corner of said 61.703 acre tract, the most southerly corner of said 15.21 acre tract, and being in the West right-of-way line of State Highway No. 360, from which a TXDOT brass monument found for reference bears North 03 deg. 39 min. 08 sec. East - 348.28 feet and a 1/2" iron rod found “bent” bears North 60 deg. 50 min. 53 sec. East - 0.78 feet;

THENCE South 03 deg. 39 min. 08 sec. West along the East line of said 61.703 acre tract and said West right-of-way line, a distance of 1007.86 feet to a 1/2" iron rod found “bent” for the Southeast corner of said 61.703 acre tract;

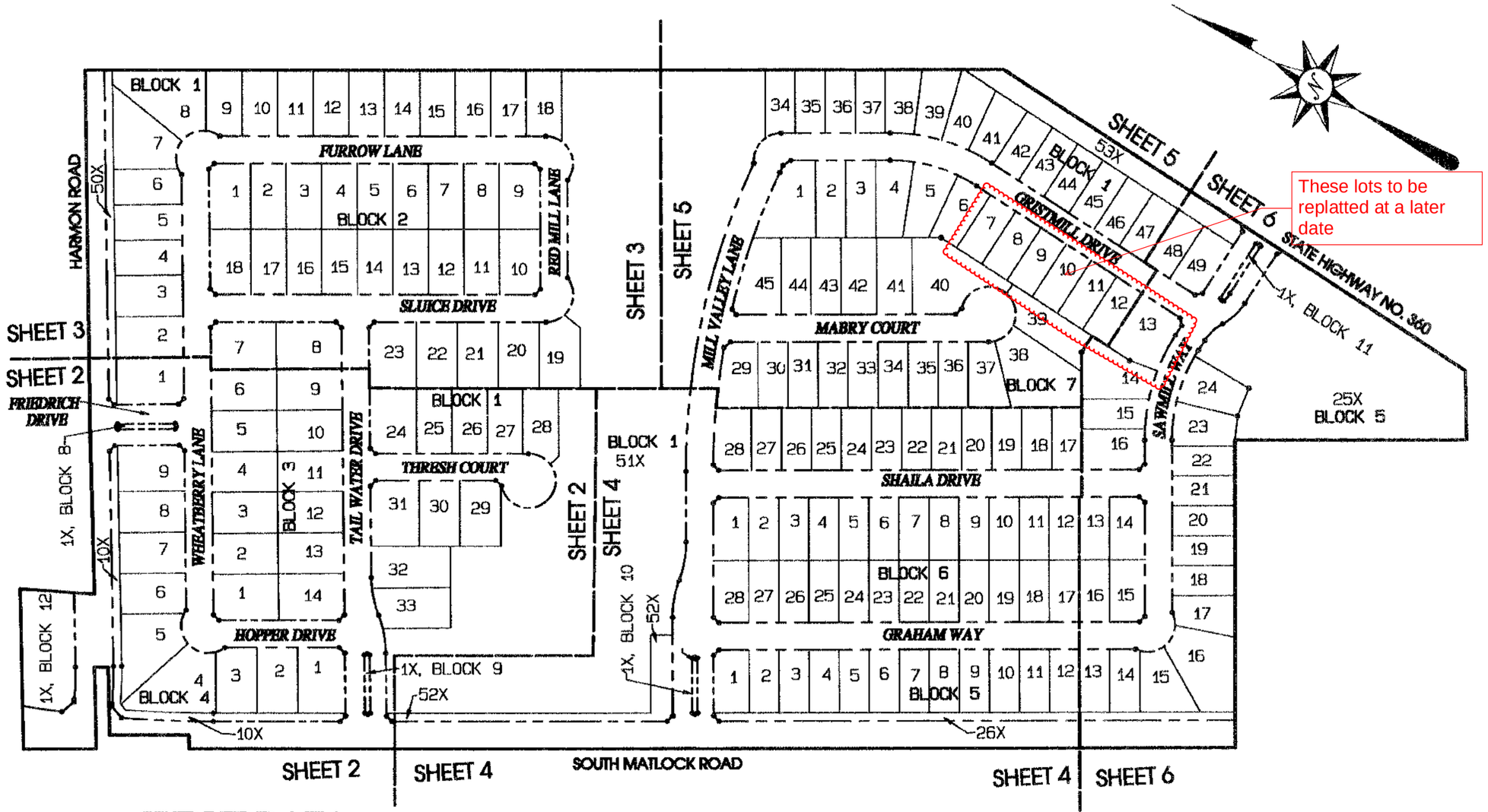
THENCE South 59 deg. 42 min. 39 sec. West departing said West right-of-way line and continue along the South line of said 61.703 acre tract, a distance of 126.49 feet to a 1/2" iron rod found for the most southerly corner of said 61.703 acre tract and the most easterly corner of said 5.258 acre tract;
THENCE North 29 deg. 27 min. 30 sec. West along the Southwest line of said 61.703 acre tract and the Northeast line of said 5.258 acre tract, a distance of 424.83 feet to a 1/2" capped iron rod set for an ell corner of said 61.703 acre tract and the most northerly corner of said 5.258 acre

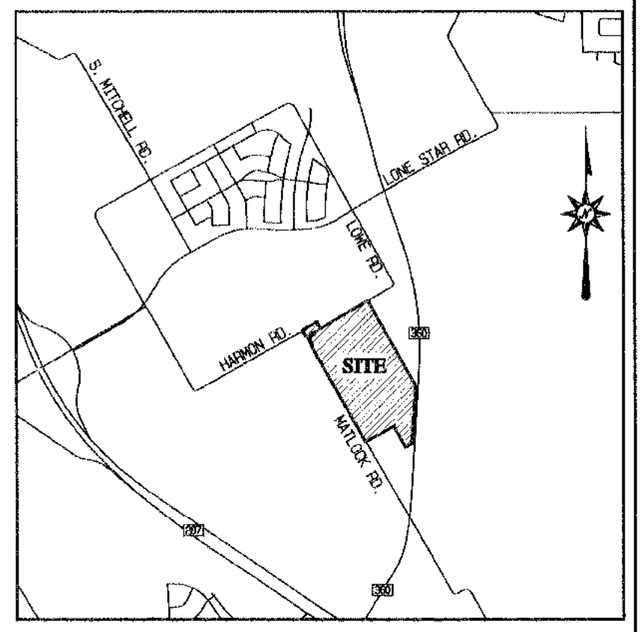
tract, from which a 1/2" iron rod found “bent” bears North 04 deg. 10 min. 40 sec. East - 0.69 feet;

THENCE South 60 deg. 32 min. 31 sec. West along the Southeast line of said 61.703 acre tract and the Northwest line of said 5.258 acre tract, a distance of 564.60 feet to the POINT OF BEGINNING, containing 2,687,789 square feet or 61.703 acres of land, more or less.

LINE DATA

LINE	BEARING	DISTANCE
L1	N59°32'30"E	25.00'
L2	N28°44'08"W	25.01'
L3	S73°26'17"E	21.60'
L4	N15°18'24"E	21.31'
L5	N88°28'52"W	29.15'
L6	N29°35'29"E	29.15'
L7	S60°33'18"W	25.00'
L8	N85°55'19"E	40.36'
L9	N43°00'12"E	26.22'
L10	N60°32'30"E	25.00'
L11	N15°32'31"E	28.28'
L12	N20°54'04"E	27.99'
L13	S75°11'53"E	14.08'
L14	N14°57'50"E	14.17'
L15	S15°03'30"W	14.14'
L16	S74°56'30"E	14.14'
L17	N74°42'00"W	14.08'
L18	N15°18'00"E	14.20'
L19	S15°18'00"W	14.20'
L20	N74°42'00"W	14.08'
L21	N15°18'00"E	14.20'
L22	S74°41'36"E	14.08'
L23	N15°18'24"E	14.20'
L24	S12°41'08"W	14.83'
L25	S74°41'36"E	14.08'
L26	N15°18'24"E	14.20'
L27	N74°41'36"W	14.08'
L28	N15°18'24"E	14.20'
L29	S74°41'36"E	14.08'
L30	N15°33'18"E	14.14'
L31	N74°26'42"W	14.14'
L32	S74°27'30"E	14.14'
L33	N15°32'30"E	14.14'
L34	S74°27'30"E	14.14'
L35	N15°32'30"E	14.14'
L36	S74°27'30"E	14.14'
L37	N15°41'53"E	14.10'
L38	S69°12'55"E	15.38'
L39	N22°09'27"E	12.42'
L40	S61°45'42"E	16.90'
L41	S74°27'29"E	14.14'
L42	N15°32'31"E	14.14'
L43	S74°27'29"E	14.14'
L44	N48°39'08"E	14.14'
L45	N41°20'52"W	14.14'
L46	N48°39'08"E	14.14'
L47	S41°20'52"E	14.14'
L48	N09°20'19"W	53.82'
L49	S86°20'52"E	35.22'
L50	S86°20'52"E	20.57'
L51	S29°56'30"E	10.50'
L52	N29°27'30"W	4.50'
L53	S03°39'08"W	7.50'
L54	S29°56'30"E	47.04'
L55	S29°56'30"E	37.65'
L56	S59°08'32"W	38.28'
L57	S61°19'26"E	77.07'
L58	S07°19'57"E	19.72'
L59	S02°50'58"E	68.73'
L60	S17°40'35"E	60.20'
L61	N29°27'30"W	49.46'
L62	N64°40'59"W	41.29'
L63	N02°50'58"W	69.32'
L64	N07°19'57"W	20.21'
L65	N82°40'03"E	3.86'
L66	N25°45'09"W	36.26'
L67	S11°33'08"E	45.26'
L68	N12°44'41"W	50.81'
L69	N88°49'34"E	20.67'
L70	N34°36'52"E	2.13'
L71	S55°23'08"E	35.05'
L72	N34°36'52"E	15.00'
L73	N55°23'08"W	35.05'
L74	N34°36'52"E	2.38'
L75	N14°40'19"W	34.91'
L76	N06°49'01"W	45.70'
L77	N25°28'36"W	84.40'
L78	N64°31'24"E	15.00'
L79	S25°28'36"E	84.40'
L80	S67°50'25"E	27.96'
L81	N41°13'17"W	20.37'
L82	N03°39'08"E	28.71'
L83	S03°39'08"W	16.87'
L84	S41°13'17"E	7.98'
L85	N20°54'04"E	15.32'





VICINITY MAP
N.T.S.

CURVE DATA

CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	1300.00'	575.86'	25°22'48"	N73°13'54"E	571.16'
C2	315.00'	181.96'	33°05'50"	S12°53'47"E	179.44'
C3	325.00'	187.81'	33°06'37"	N77°05'50"E	185.21'
C4	200.00'	71.08'	20°21'51"	N49°52'34"E	70.71'
C5	200.00'	71.08'	20°21'51"	N49°52'34"E	70.71'
C6	200.00'	71.08'	20°21'51"	N70°43'26"E	70.71'
C7	200.00'	71.08'	20°21'51"	N70°43'26"E	70.71'
C8	110.50'	55.84'	28°57'18"	N71°52'13"W	55.25'
C9	89.50'	45.23'	28°57'18"	N71°52'13"W	44.75'
C10	5.00'	15.71'	180°00'00"	S29°56'30"E	10.00'
C11	5.00'	15.80'	181°01'59"	S30°27'30"E	10.00'
C12	5.00'	15.71'	180°00'00"	N29°27'30"W	10.00'
C13	5.00'	15.71'	180°00'00"	N29°27'30"W	10.00'
C14	4.00'	11.63'	166°38'56"	S10°19'40"W	7.95'
C15	78.08'	18.18'	13°20'18"	S79°40'20"E	18.13'
C16	5.00'	15.71'	180°00'00"	N03°34'33"E	10.00'
C17	12.00'	25.23'	120°27'58"	S01°05'27"E	20.83'
C18	24.00'	12.96'	30°56'47"	S76°47'50"E	12.81'
C19	24.00'	11.49'	27°25'09"	S55°13'52"W	11.38'
C20	67.00'	69.22'	59°11'53"	S11°55'22"W	66.19'
C21	36.00'	22.13'	35°13'29"	N47°04'14"W	21.79'
C22	24.00'	4.17'	9°57'23"	N69°39'40"W	4.17'
C23	18.21'	34.46'	108°25'12"	N28°27'27"E	29.54'
C24	28.00'	17.87'	36°33'47"	S29°50'02"E	17.57'
C25	516.00'	79.11'	8°47'05"	S52°30'25"E	79.04'
C26	40.00'	30.48'	43°39'29"	S78°43'43"E	29.75'
C27	32.00'	51.01'	91°20'06"	N32°56'27"E	45.78'
C28	6.00'	4.70'	44°54'32"	N09°45'29"E	4.58'
C29	24.00'	18.83'	44°57'27"	N09°44'02"E	18.35'
C30	24.00'	42.57'	101°38'21"	N38°04'29"E	37.21'
C31	44.00'	40.82'	53°09'16"	N61°11'30"E	39.37'
C32	28.00'	24.09'	49°17'11"	N09°58'17"E	23.35'
C33	488.00'	100.03'	11°44'39"	N12°41'21"W	99.85'
C34	34.00'	41.94'	70°40'32"	N16°26'33"E	39.33'
C35	34.00'	43.07'	72°35'16"	S66°26'21"E	40.25'
C36	2150.05'	73.04'	1°56'47"	S21°03'38"E	73.04'
C37	2200.05'	350.68'	9°07'58"	N24°53'31"W	350.31'
C38	525.00'	63.76'	6°57'32"	S63°01'16"W	63.72'
C39	2150.05'	168.61'	4°29'35"	N27°12'42"W	168.57'
C40	2135.05'	161.09'	4°19'23"	N27°17'48"W	161.06'
C41	575.00'	68.26'	6°48'05"	N62°56'33"E	68.21'
C42	560.00'	68.02'	6°57'32"	N63°01'16"E	67.97'

KEY MAP
SCALE: 1"=200'

LEGEND

AC.	ACRES
SQ. FT.	SQUARE FEET
U.E.	UTILITY EASEMENT
S.E.	SEWER EASEMENT
D.E.	DRAINAGE EASEMENT
S.W.E.	SCREENING WALL EASEMENT
B.T.L.	BUILD-TO-LINE
B.L.	BUILDING LINE
R/W	RIGHT-OF-WAY
INST. NO.	INSTRUMENT NUMBER
CAB.	CABINET
SL.	SLIDE
VOL.	VOLUME
PG.	PAGE
D.R.E.C.T.	DEED RECORDS, ELLIS COUNTY, TEXAS
D.R.J.C.T.	DEED RECORDS, JOHNSON COUNTY, TEXAS
I.R.F.	IRON ROD FOUND
C.I.R.F.	CAPPED IRON ROD FOUND
C.I.R.S.	CAPPED IRON ROD SET (GOODWIN & MARSHALL)

APPROVED BY THE CITY OF MANSFIELD

9/18 2017 — APPROVED BY: — P&Z COMMISSION CHAIRMAN

9/18 2017 — ATTEST: — PLANNING & ZONING SECRETARY

ELLIS COUNTY RECORDING:

PLAT RECORDED AS INSTRUMENT NO 1727452

DRAWER J AND SLIDE 14-3 - 149

DATE 9 - 26, 2017

JOHNSON COUNTY RECORDING:

FILED FOR RECORD 9 - 26 -, 2017

PLAT RECORDED IN VOLUME 11, PAGE 317, SLIDE D-577

COUNTY CLERK, JOHNSON COUNTY, TEXAS

DEPUTY CLERK

GOODWIN & MARSHALL, INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
Metro (817) 329-4373
TBPE REGISTRATION # F-2944
TBPLS # 10021700
Email: nrogers@gmcivil.com (Surveyor)
Email: bcaldwell@gmcivil.com (Engineer)

OWNED/DEVELOPED BY:

JABEZ DEVELOPMENT, LP.
1038 Texan Trail
Grapevine, TX 76051
Phone (503) 505-3151
Email: Robert.Gonzalez@historymaker.com

FINAL PLAT
OF
MILL VALLEY
BEING
61.703 ACRES
SITUATED IN THE
JOSEPH LAWRENCE SURVEY, ABSTRACT No. 616
CRESANTO VELA SURVEY, ABSTRACT No.1102
SETH M. BLAIR SURVEY, ABSTRACT No. 135
CITY OF MANSFIELD, ELLIS COUNTY, TEXAS
AND THE
CRESANTO VELA SURVEY, ABSTRACT No. 851
CITY OF MANSFIELD, JOHNSON COUNTY, TEXAS
187 RESIDENTIAL LOTS, 12 NON-RESIDENTIAL LOTS
MARCH 2017

CASE NO. SD#17-026

AFTER RECORDING RETURN TO:
CITY OF MANSFIELD
1200 E. BROAD STREET
MANSFIELD, TX 76063

E:\10721 - HMH\COGO\fplat base.pro

MATCH SHEET 3

MATCH SHEET 3

MATCH SHEET 4

MATCH SHEET 4

HARMON ROAD

N 58°59'53" E 281.15'

CALLED 873.29 ACRES
RUBY-07-SPMTGE, LLC
VOL. 2659, PG. 1193, D.R.E.C.T.
INST. NO. 25181, 10/26/2012, D.R.J.C.T.

LEWIS RUSSELL SURVEY
ABSTRACT NO. 720

A-935
A-720

APPROX. LOCATION OF ELLIS COUNTY LINE
APPROX. LOCATION OF JOHNSON COUNTY LINE
(SEE PLAT NOTE 8 FOR COUNTY LINE PLACEMENT)

P.K. NAIL SET FROM WHICH A 1/2" I.P.F. BEARS S 29°27'30" E - 17.01'

N 59°52'10" E 677.46'

WHEATBERRY LANE

FRIEDRICH DRIVE

TAIL WATER DRIVE

THRESH COURT

HOPPER DRIVE

SOUTH MATLOCK ROAD

N 29°27'30" W 1915.82'

136.81'
S 25°03'37" E
98.90'

N 59°32'30" E 294.09'

N 59°32'30" W
149.03'

N 59°32'30" E
123.71'

N 29°27'30" W
133.48'

N 29°27'30" W 145.47'

N 29°27'30" W 241.96'

1X, BLOCK 12
21159 SQ. FT.

1X, BLOCK 8
1131 SQ. FT.

1X, BLOCK 9
1139 SQ. FT.

BLOCK 1

BLOCK 3

BLOCK 4

10X
386110 SQ. FT.

51X
386110 SQ. FT.

52X
13481 SQ. FT.

10420 SQ. FT. 1
10350 SQ. FT. 9
9123 SQ. FT. 8
9072 SQ. FT. 7
9009 SQ. FT. 6
12931 SQ. FT. 5
14250 SQ. FT. 4
8923 SQ. FT. 3
9000 SQ. FT. 2
10198 SQ. FT. 1
10207 SQ. FT. 24
7800 SQ. FT. 25
7800 SQ. FT. 26
7800 SQ. FT. 27
8230 SQ. FT. 28
10572 SQ. FT. 31
9000 SQ. FT. 30
8959 SQ. FT. 29
11068 SQ. FT. 32
10180 SQ. FT. 33
10337 SQ. FT. 1
9000 SQ. FT. 2
10320 SQ. FT. 14
9000 SQ. FT. 13
9000 SQ. FT. 12
9000 SQ. FT. 11
9000 SQ. FT. 10
9000 SQ. FT. 9

MIN FF= 594.80'
MIN FF= 597.05'
MIN FF= 597.30'
MIN FF= 597.70'

DRAINAGE EASEMENT

ULTIMATE 100 YEAR FLOODPLAIN PER GOODWIN & MARSHALL, INC. FLOOD STUDY DATED MARCH 13, 2017

TO BE DEDICATED AS A PARK AND DRAINAGE EASEMENT

JOSEPH LAWRENCE SURVEY
ABSTRACT NO. 616

A-616
A-1102

CRESANTO VELA SURVEY
ABSTRACT NO. 1102

CRESANTO VELA SURVEY
ABSTRACT NO. 851

A-720
A-851

UTILITY EASEMENT
VOL. 2665, PG. 949
D.R.J.C.T.

5' UE PER VOL. 8, PG. 868, P.R.J.C.T. ABANDONED BY THIS PLAT

25' R/W PER VOL. 8, PG. 868 P.R.J.C.T.

25'X25' VISIBILITY TRIANGLE EASEMENT PER VOL. 8, PG. 868, P.R.J.C.T. ABANDONED BY THIS PLAT

7.5' UE PER VOL. 8, PG. 868, P.R.J.C.T. ABANDONED BY THIS PLAT

RAIL ROAD SPIKE FOUND

1/2" C.I.R.S. FROM WHICH A 1/2" I.R.F. BEARS N 59°32'30" E - 4.97'

1/2" C.I.R.S. FROM WHICH A 1/2" I.P.F. BEARS S 28°44'08" E - 4.97'

1/2" I.R.F.

5/8" I.R.F.

CALLED 873.29 ACRES
RUBY-07-SPMTGE, LLC
VOL. 2659, PG. 1193, D.R.E.C.T.
INST. NO. 25181, 10/26/2012, D.R.J.C.T.

SEE SHEET 1 FOR LINE & CURVE TABLE

GRAPHIC SCALE 1"=60'

0 60 120 180

AFTER RECORDING RETURN TO:
CITY OF MANSFIELD
1200 E. BROAD STREET
MANSFIELD, TX 76063

JOHNSON COUNTY RECORDING:

FILED FOR RECORD 9-26-, 2017

PLAT RECORDED IN VOLUME 11, PAGE 315, SLIDE D-578

Becky D. Ivey
COUNTY CLERK, JOHNSON COUNTY, TEXAS

Linda Bailey
DEPUTY CLERK

GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
Metro (817) 329-4373
TBPE REGISTRATION # F-2944
TBPLS # 10021700
Email: nrogers@gmcivil.com (Surveyor)
Email: bcaldwell@gmcivil.com (Engineer)

OWNED/DEVELOPED BY:

JABEZ DEVELOPMENT, LP.
1038 Texan Trail
Grapevine, TX 76051
Phone (503) 505-3151
Email: Robert.Gonzalez@historymaker.com

FINAL PLAT OF MILL VALLEY

BEING
61.703 ACRES
SITUATED IN THE
JOSEPH LAWRENCE SURVEY, ABSTRACT No. 616
CRESANTO VELA SURVEY, ABSTRACT No.1102
SETH M. BLAIR SURVEY, ABSTRACT No. 135
CITY OF MANSFIELD, ELLIS COUNTY, TEXAS
AND THE
CRESANTO VELA SURVEY, ABSTRACT No. 851
CITY OF MANSFIELD, JOHNSON COUNTY, TEXAS
187 RESIDENTIAL LOTS, 12 NON-RESIDENTIAL LOTS
MARCH 2017

CASE NO. SD#17-026

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CONTROLLING MONUMENT
TEXAS NORTH CENTRAL
ZONE 4202, NAD 83, TIEDT
GROUND COORDINATES
N: 6883129.545
E: 2404828.737
GRID COORDINATES
N: 6882366.984
E: 2404562.314

P.K. NAIL SET FROM WHICH A 1 3/4" I.D.F. BEARS S 29° 26' 42" E - 16.50'

A-935
A-676

LEWIS RUSSELL SURVEY
ABSTRACT NO. 935

CALLED 873.29 ACRES
RUBY-07-SPMTGE, LLC
VOL. 2659, PG. 1193, D.R.E.C.T.
INST. NO. 25181, 10/26/2012, D.R.J.C.T.

HARMON ROAD
N 59°52'10" E 677.46'

CALLED 15.21 ACRES, TRACT 3
SUNBELT LAND INVESTMENTS/360, LTD.
VOL. 2746, PG. 1136
D.R.E.C.T.

S 29°26'42" E 1682.90'

FURROW LANE

WHEATBERRY LANE

RED MILL LANE

SLUICE DRIVE

TAIL WATER DRIVE

BLOCK 1 — 14889 SQ. FT.
BLOCK 1 — 12524 SQ. FT.
BLOCK 1 — 8046 SQ. FT.
BLOCK 1 — 8069 SQ. FT.
BLOCK 1 — 8055 SQ. FT.
BLOCK 1 — 9277 SQ. FT.
BLOCK 1 — 9110 SQ. FT.
BLOCK 1 — 9258 SQ. FT.
BLOCK 2 — 9138 SQ. FT.
BLOCK 2 — 9013 SQ. FT.
BLOCK 1 — 10337 SQ. FT.
BLOCK 1 — 10212 SQ. FT.
BLOCK 1 — 10332 SQ. FT.
BLOCK 1 — 51X 386110 SQ. FT.

MIN FF= 590.85'
MIN FF= 591.70'
MIN FF= 592.35'
MIN FF= 593.90'

ULTIMATE 100 YEAR FLOODPLAIN PER GOODWIN & MARSHALL, INC. FLOOD STUDY DATED MARCH 13, 2017

DRAINAGE EASEMENT

TO BE DEDICATED AS A PARK AND DRAINAGE EASEMENT

S 30°08'43" E 359.71'

MATCH SHEET 4

MATCH SHEET 2

MATCH SHEET 2

SEE SHEET 1 FOR LINE & CURVE TABLE

GRAPHIC SCALE 1"=60'
0 60 120 180

JOHNSON COUNTY RECORDING:

FILED FOR RECORD 9-26-, 2017
PLAT RECORDED IN VOLUME 11, PAGE 319, SLIDE 3-579
Becky Deaver
COUNTY CLERK, JOHNSON COUNTY, TEXAS
Linda Bailey
DEPUTY CLERK

AFTER RECORDING RETURN TO:
CITY OF MANSFIELD
1200 E. BROAD STREET
MANSFIELD, TX 76063

GOODWIN AND MARSHALL, INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
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Email: nrogers@gmcivil.com (Surveyor)
Email: bcaldwell@gmcivil.com (Engineer)

OWNED/DEVELOPED BY:

JABEZ DEVELOPMENT, LP.
1038 Texan Trail
Grapevine, TX 76051
Phone (503) 505-3151
Email: Robert.Gonzalez@historymaker.com

FINAL PLAT OF MILL VALLEY

BEING
61.703 ACRES
SITUATED IN THE
JOSEPH LAWRENCE SURVEY, ABSTRACT No. 616
CRESANTO VELA SURVEY, ABSTRACT No.1102
SETH M. BLAIR SURVEY, ABSTRACT No. 135
CITY OF MANSFIELD, ELLIS COUNTY, TEXAS
AND THE
CRESANTO VELA SURVEY, ABSTRACT No. 851
CITY OF MANSFIELD, JOHNSON COUNTY, TEXAS
187 RESIDENTIAL LOTS, 12 NON-RESIDENTIAL LOTS
MARCH 2017

CASE NO. SD#17-026

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SEE SHEET 1 FOR LINE & CURVE TABLE

GRAPHIC SCALE 1"=60'

0 60 120 180

MATCH SHEET 3 | MATCH SHEET 5

MATCH SHEET 2

MATCH SHEET 5

MATCH SHEET 6

TO BE DEDICATED AS A PARK AND DRAINAGE EASEMENT

JOSEPH LAWRENCE SURVEY ABSTRACT NO. 616

BLOCK 1

51X 386110 SQ. FT.

MILL VALLEY LANE

10' U.E.

L=477.54' C1

L=263.77'

L=105.16' L3

S29°27'30"E 64.62'

MIN FF= 594.30'

BLOCK 7

7790 SQ. FT. 28

6325 SQ. FT. 27 26 25 24 23 22 21 20 19 18 17

N 60°32'30" E 115.00'

20' B.T.L.

10' U.E.

55.00' 60.00'

SHAILA DRIVE

S 29°27'30" E 840.00'

50' 25' 25'

L36

1 7425 SQ. FT.

6325 SQ. FT. 2 3 4 5 6 7 8 9 10 11 12

MIN FF= 595.20'

BLOCK 6

105.00' 65.00'

MIN FF= 595.30'

7425 SQ. FT. 28

6325 SQ. FT. 27 26 25 24 23 22 21 20 19 18 17

105.00'

GRAHAM WAY

S 29°27'30" E 840.00'

L34

MIN FF= 596.60'

1 7425 SQ. FT.

6325 SQ. FT. 2 3 4 5 6 7 8 9 10 11 12

BLOCK 5

105.00' 65.00'

S 29°27'30" E 955.00'

14275 SQ. FT. 26X

945.00'

10' U.E.

DRAINAGE EASEMENT

L=41.13' C7

L=29.96' C6

280.00'

508.04'

A-616

A-1102

C21 L61 C22 L62 L63 L64 C19 C20 L60

52X 13481 SQ. FT.

1X, BLOCK 10 1079 SQ. FT.

31.83'

S29°27'30"E 40.00'

148.00'

N 60°32'30" E 143.00'

10' U.E.

5' S.W.E.

10' U.E.

S 29°27'30" E 484.10'

ULTIMATE 100 YEAR FLOODPLAIN PER GOODWIN & MARSHALL, INC. FLOOD STUDY DATED MARCH 13, 2017

TO BE DEDICATED AS A PARK AND DRAINAGE EASEMENT

C13 L52 C12 L53

40.00' 100.00' 100.00' 205.00'

35.50' 10' S.W.E. 25' 29.50' 5.00'

50 R/W

S 29°27'30" E 503.97'

623.55'

A-1102 A-851

N 29°27'30" W 1915.82'

SOUTH MATLOCK ROAD

APPROX. LOCATION OF ELLIS COUNTY LINE

APPROX. LOCATION OF JOHNSON COUNTY LINE

(SEE PLAT NOTE 8 FOR COUNTY LINE PLACEMENT)

CRESANTO VELA SURVEY ABSTRACT NO. 1102

CALLED 873.29 ACRES
RUBY-07-SPMTGE, LLC
VOL. 2659, PG. 1193, D.R.E.C.T.
INST. NO. 25181, 10/26/2012, D.R.J.C.T.

980.00'

N 29°27'30" W 1915.82'

SOUTH MATLOCK ROAD

JOHNSON COUNTY RECORDING:

FILED FOR RECORD 9-26-, 2017

PLAT RECORDED IN VOLUME 11, PAGE 320, SLIDE D-580

COUNTY CLERK, JOHNSON COUNTY, TEXAS Becky Deaver

DEPUTY CLERK Linda Bailey

AFTER RECORDING RETURN TO:
CITY OF MANSFIELD
1200 E. BROAD STREET
MANSFIELD, TX 76063

GOODWIN AND MARSHALL, INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
Metro (817) 329-4373
TBPE REGISTRATION # F-2944
TBPLS # 10021700
Email: nrogers@gmcivil.com (Surveyor)
Email: bcaldwell@gmcivil.com (Engineer)

OWNED/DEVELOPED BY:

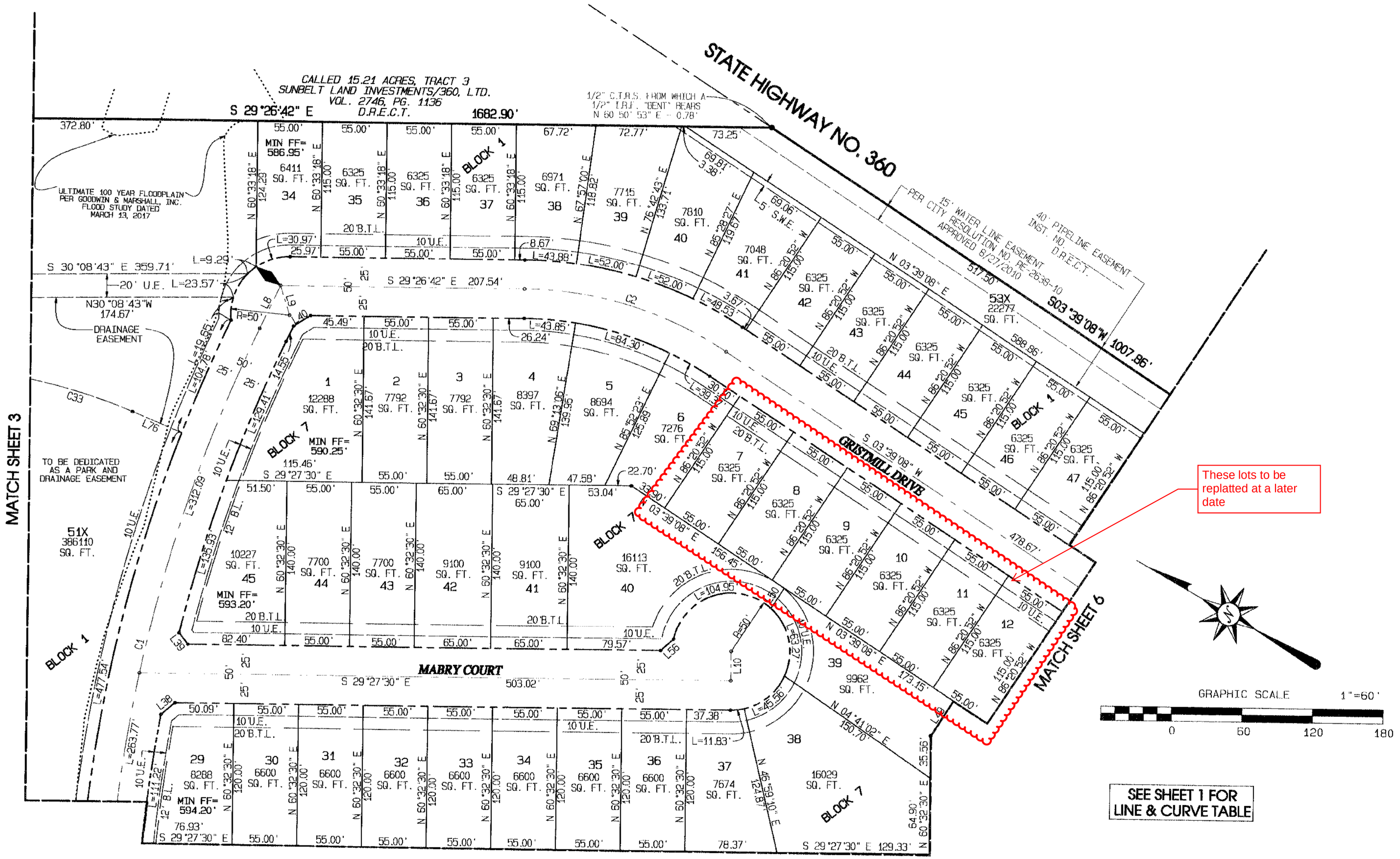
JABEZ DEVELOPMENT, LP.
1038 Texan Trail
Grapevine, TX 76051
Phone (503) 505-3151
Email: Robert.Gonzalez@historymaker.com

FINAL PLAT OF MILL VALLEY

BEING
61.703 ACRES
SITUATED IN THE
JOSEPH LAWRENCE SURVEY, ABSTRACT No. 616
CRESANTO VELA SURVEY, ABSTRACT No.1102
SETH M. BLAIR SURVEY, ABSTRACT No. 135
CITY OF MANSFIELD, ELLIS COUNTY, TEXAS
AND THE
CRESANTO VELA SURVEY, ABSTRACT No. 851
CITY OF MANSFIELD, JOHNSON COUNTY, TEXAS
187 RESIDENTIAL LOTS, 12 NON-RESIDENTIAL LOTS
MARCH 2017

CASE NO. SD#17-026

E:\10721 - MMH\COGO\plat base.pro



JOHNSON COUNTY RECORDING:

FILED FOR RECORD 9-26- 2017

PLAT RECORDED IN VOLUME 11, PAGE 321, SLIDE D-581

COUNTY CLERK, JOHNSON COUNTY, TEXAS Becky Rogers

DEPUTY CLERK Linda Bailey

AFTER RECORDING RETURN TO:
CITY OF MANSFIELD
1200 E. BROAD STREET
MANSFIELD, TX 76063

GOODWIN MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
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Phone (503) 505-3151
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FINAL PLAT OF MILL VALLEY

BEING
61.703 ACRES
SITUATED IN THE
JOSEPH LAWRENCE SURVEY, ABSTRACT No. 616
CRESANTO VELA SURVEY, ABSTRACT No.1102
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CITY OF MANSFIELD, ELLIS COUNTY, TEXAS
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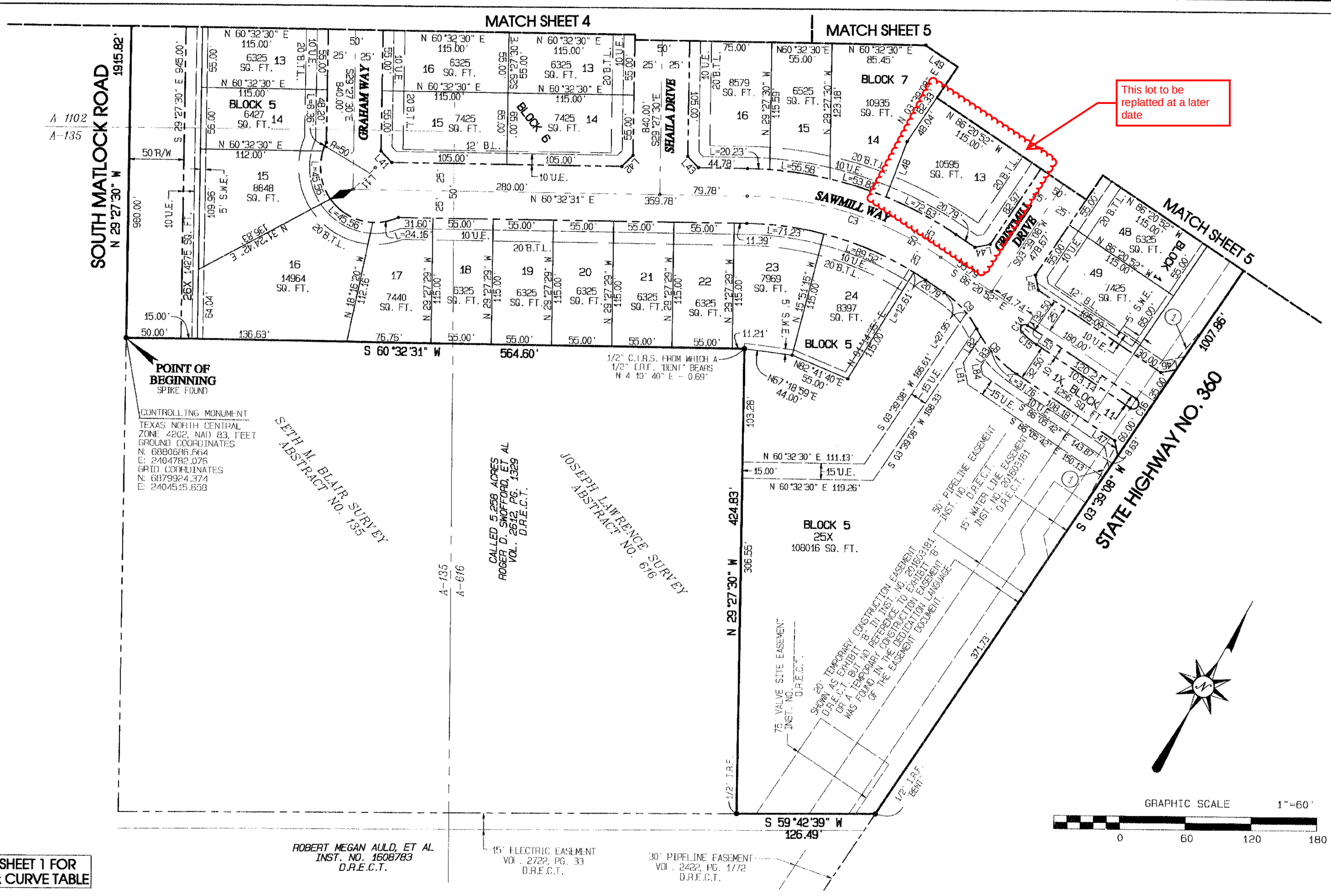
CITY OF MANSFIELD, JOHNSON COUNTY, TEXAS
187 RESIDENTIAL LOTS, 12 NON-RESIDENTIAL LOTS
MARCH 2017

CASE NO. SD#17-026

E:\10721 - FM#\COGO\fplat base.pro



SEE SHEET 1 FOR LINE & CURVE TABLE

JOHNSON COUNTY RECORDING:

FILED FOR RECORD 9-26-, 2017

PLAT RECORDED IN VOLUME 11, PAGE 322, SLIDE D-552

Becky Ivey
COUNTY CLERK, JOHNSON COUNTY, TEXAS

Linda Bailey
DEPUTY CLERK

AFTER RECORDING RETURN TO:
CITY OF MANSFIELD
1200 E. BROAD STREET
MANSFIELD, TX 76063

GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
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TBPLS # 10021700
Email: nrogers@gmcivil.com (Surveyor)
Email: bcaldwell@gmcivil.com (Engineer)

OWNED/DEVELOPED BY:

JABEZ DEVELOPMENT, LP.
1038 Texan Trail
Grapevine, TX 76051
Phone (503) 505-3151
Email: Robert.Gonzalez@historymaker.com

FINAL PLAT
OF
MILL VALLEY

BEING
61.703 ACRES
SITUATED IN THE
JOSEPH LAWRENCE SURVEY, ABSTRACT No. 616
CRESANTO VELA SURVEY, ABSTRACT No.1102
SETH M. BLAIR SURVEY, ABSTRACT No. 135
CITY OF MANSFIELD, ELLIS COUNTY, TEXAS
AND THE
CRESANTO VELA SURVEY, ABSTRACT No. 851
CITY OF MANSFIELD, JOHNSON COUNTY, TEXAS
187 RESIDENTIAL LOTS, 12 NON-RESIDENTIAL LOTS
MARCH 2017

CASE NO. SD#17-026

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OWNER'S DEDICATION

STATE OF TEXAS
COUNTY OF JOHNSON & ELLIS

WHEREAS, Jabez Development, L.P. a Texas limited partnership, acting by and through the undersigned, its duly authorized agent, is the sole owner of a 61.703 acre tract of land located in the Joseph Lawrence Survey, Abstract No. 616, the Cresanto Vela Survey, Abstract No. 1102, and the Seth M. Blair Survey, Abstract No. 135, City of Manfield, Ellis County, Texas, and the Crestano Vela Survey, Abstract No. 851, City of Mansfield, Johnson County, Texas as recorded in instrument No. 2016-33652 of the Deed Records of Ellis County, Texas (DRECT) and Instrument No. 2016-29898 of the Deed Records of Johnson County, Texas (DRJCT), and being more completely described as follows:

BEGINNING at a spike found for the westerly Southwest corner of said 61.703 acre tract, the most westerly corner of a called 5.258 acre tract described in a deed to Roger D. Swafford, et al recorded in Volume 2612, Page 1329 (DRECT), and being in the East line of a called 873.29 acre tract described in a deed to RUBY-07-SPMTGE, LLC recorded in Volume 2659, Page 1193 (DRECT), said point being in Davis Drive (County Road No. 516),

THENCE North 29 deg. 27 min. 30 sec. West along the Southwest line of said 61.703 acre tract and the East line of said 873.29 acre tract, a distance of 1915.82 feet to a 1/2" iron rod found,

THENCE North 59 deg. 32 min. 30 sec. East departing the East line of said 873.29 acre tract and continue along the Southwest line of said 61.703 acre tract, a distance of 25.00 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL", hereinafter referred to as 1/2" capped iron rod set, said point being in the Northeast right-of-way line of said Davis Drive as shown in the Plat of Harman Addition recorded in Volume 8, Page 868 of the Plat Records of Johnson County, Texas (PRJCT), from which a 1/2" iron rod found for reference bears North 59 deg. 32 min. 30 sec. East - 4.97 feet,

THENCE North 29 deg. 27 min. 30 sec. West along the Southwest line of said 61.703 acre tract and the Northeast right-of-way line of said Davis Drive, a distance of 145.47 feet to a 1/2" capped iron rod found stamped "GEODATA" at the intersection of said Northeast right-of-way line and the Southeast right-of-way line of Harmon Road as shown in said plat of Harman Addition,

THENCE North 59 deg. 32 min. 30 sec. East along the Southwest line of said 61.703 acre tract and the Southeast right-of-way line of said Harmon Road, a distance of 123.71 feet to a 1/2" capped iron rod set, from which a 1/2" iron rod found for reference bears South 28 deg. 44 min. 08 sec. East - 4.97 feet,

THENCE North 28 deg. 44 min. 08 sec. West departing said Southeast right-of-way line and continue along the Southwest line of said 61.703 acre tract, a distance of 25.01 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL", hereinafter referred to as P.K. nail set, said point being in the centerline of said Harmon Road,

THENCE South 59 deg. 32 min. 30 sec. West along a Southwest line and the centerline of Harmon Road, a distance of 149.03 feet to a Railroad spike found for the most southerly corner of said 61.703 acre tract, in the East line of said 873.29 acre tract, and being at the intersection of Harmon Road and Davis Drive,

THENCE North 29 deg. 27 min. 30 sec. West along a Southwest line of said 61.703 acre tract and the East line of said 873.29 acre tract, a distance of 133.48 feet to a 1/2" iron rod found for the most westerly corner of said 61.703 acre tract and an ell corner of said 873.29 acre tract,

THENCE North 59 deg. 32 min. 30 sec. East along a Northwest line of said 61.703 acre tract and a Southeast line of said 873.29 acre tract, a distance of 294.09 feet to a 1/2" iron rod found for an ell corner of said 61.703 acre tract and an ell corner of said 873.29 acre tract,

THENCE South 25 deg. 03 min. 37 sec. East along a Northwest line of said 61.703 acre tract and a Southeast line of said 873.29 acre tract, a distance of 136.81 feet to a 5/8" iron rod found for an ell corner of said 61.703 acre tract and an ell corner of said 873.29 acre tract, said point being in the centerline of Harmon Road,

THENCE North 58 deg. 58 min. 53 sec. East along the Northwest line of said 61.703 acre tract, the Southeast line of said 873.29 acre tract, and the centerline of said Harmon Road, a distance of 281.15 feet to a P.K. nail set, from which a 1-3/4" iron pipe found for reference bears South 29 deg. 27 min. 30 sec. East - 17.01 feet,,

THENCE North 59 deg. 52 min. 10 sec. East along said Northwest and Southeast lines and said centerline, a distance of 677.46 feet to a P.K. nail set for the most northerly corner of said 61.703 acre tract and the most westerly corner of a called 15.21 acre tract described in a deed to Sunbelt Land Investments/360, Ltd. recorded in Volume 2746, Page 1136 (DRECT), from which a 1-3/4" iron pipe found for reference bears South 29 deg. 26 min. 42 sec. East - 16.50 feet,

THENCE South 29 deg. 26 min. 42 sec. East departing the Southeast line of said 873.29 acre tract and said centerline, continue along the Northeast line of said 61.703 acre tract and the Southwest line of said 15.21 acre tract, a distance of 1682.90 feet to a 1/2" capped iron rod set for the most easterly corner of said 61.703 acre tract, the most southerly corner of said 15.21 acre tract, and being in the West right-of-way line of State Highway No. 360, from which a TXDOT brass monument found for reference bears North 03 deg. 39 min. 08 sec. East - 348.26 feet and a 1/2" iron rod found "bent" bears North 60 deg. 50 min. 53 sec. East - 0.78 feet,

THENCE South 03 deg. 39 min. 08 sec. West along the East line of said 61.703 acre tract and said West right-of-way line, a distance of 1007.86 feet to a 1/2" iron rod found "bent" for the Southeast corner of said 61.703 acre tract,

THENCE South 59 deg. 42 min. 39 sec. West departing said West right-of-way line and continue along the South line of said 61.703 acre tract, a distance of 126.49 feet to a 1/2" iron rod found for the most southerly corner of said 61.703 acre tract and the most easterly corner of said 5.258 acre tract,

THENCE North 29 deg. 27 min. 30 sec. West along the Southwest line of said 61.703 acre tract and the Northeast line of said 5.258 acre tract, a distance of 424.83 feet to a 1/2" capped iron rod set for an ell corner of said 61.703 acre tract and the most northerly corner of said 5.258 acre tract, from which a 1/2" iron rod found "bent" bears North 04 deg. 10 min. 40 sec. East - 0.69 feet,

THENCE South 60 deg. 32 min. 31 sec. West along the Southeast line of said 61.703 acre tract and the Northwest line of said 5.258 acre tract, a distance of 564.60 feet to the POINT OF BEGINNING, containing 2,687,789 square feet or 61.703 acres of land, more or less.

AFTER RECORDING RETURN TO:
CITY OF MANSFIELD
1200 E. BROAD STREET
MANSFIELD, TX 76063

OWNER'S DEDICATION CONT;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, JABEZ DEVELOPMENT, L.P. a Texas limited partnership, acting by and through the undersigned, their duly authorized agent, does hereby adopt this final plat of MILL VALLEY and does hereby dedicate to the public use the streets, easements, and parkland as shown thereon.

Witness our hand, this the 23rd day of August, 2017.

JABEZ DEVELOPMENT, L.P.
a Texas limited partnership

By: Bruce French

Name: Bruce French

Title: Vice President

STATE OF TEXAS:
COUNTY OF TARRANT:

Before me, the undersigned Notary Public in and for said County and State, on this day personally appeared Bruce French of Jabez Development, L.P., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the 23rd day of August, 2017.

Sherri A. Taylor
Notary Public, State of Texas

My commission expires 06-01-2020

SHERRI A. TAYLOR
Notary Public, State of Texas
Comm. Expires 06-01-2020
Notary ID 521215-6

NOTES

1. Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American datum of 1983 as derived from GPS observation from the City of Mansfield monuments "mm 9-07", "mm 13-07", and "tnp f". The combined scale factor for this site is 0.999869213. This factor is to be applied to any ground coordinate or distance values in order to reduce said values to State Plane grid. Elevations shown hereon were derived from GPS observation and calibrated to City of Mansfield monument "mm 9-07" having a published elevation of 604.50 feet (NAVD88).

2. According to the Flood Insurance Rate Map (FIRM) panels 48139C0025F and 48121C0125J, effective December 4, 2012. This survey is located in Flood Insurance Zone "X" (non-shaded), being defined as areas outside the 0.2% annual chance floodplain.

3. All 1/2" iron rod set with yellow plastic cap stamped "Goodwin & Marshall" unless otherwise noted.

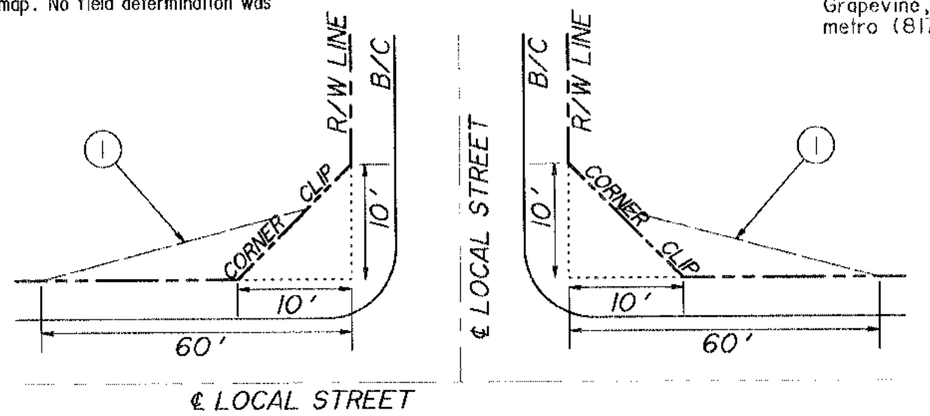
4. A mandatory homeowners association will be responsible for the maintenance of the masonry wall on Lot 33, Block 1, and Lots 23 and 24, Block 5, and the masonry walls or required fences along Matlock Road, S.H. 360, and Harmon Road, including the parkway between the screening wall or fence and the street, the open space lots and medians, and the enhanced entryway features, including but not limited to, medians, landscaping, any non-standard pavement, and the enhanced masonry walls with signage.

5. Notice: Selling a portion of any lot in this addition by metes and bounds is a violation of state law and City ordinance and is subject to penalties imposed by law.

6. No trees, bushes, walls, signs or anything over 2' is allowed within the visibility easements.

7. Lot 51X, Block 1, is dedicated to the City as a public park and drainage easement, and the park land must be conveyed to the City by deed.

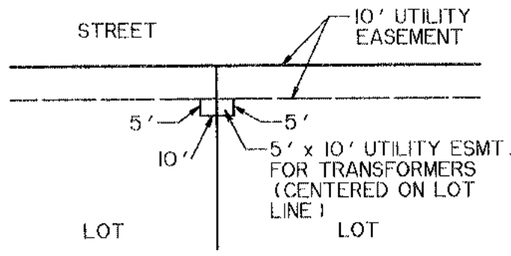
8. The approximate location of the Ellis and Johnson County Line shown herein was scaled from Johnson County Appraisal District's interactive map, City of Mansfield G.I.S. department's interactive map, and the Texas General Land Office's map. No field determination was performed to establish the location of said County Line.



℄ LOCAL STREET

NOTE:
DETAIL PERTAINS TO ALL LOCAL INTERSECTIONS.
(1) = 7' X 60' VISIBILITY EASEMENT

TYPICAL 7' x 60' VISIBILITY EASEMENT DETAIL
N.T.S.



TYPICAL 5' x 10' UTILITY EASEMENT DETAIL
N.T.S.

The Utility Easement for Transformers shown in the Typical 5' X 10' Utility Easement detail shall apply to all lots with a transformer installed at the front of the lots

CONDITIONS OF ACCEPTANCE OF DRAINAGE AND FLOODWAY EASEMENTS

THIS PLAT IS PROPOSED BY THE OWNERS OF PROPERTIES DESCRIBED HEREIN (HEREINAFTER REFERRED TO AS "PROPERTY OWNERS") AND IS APPROVED BY THE CITY OF MANSFIELD SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE PROPERTY OWNERS, HIS HEIRS, GRANTEES, SUCCESSORS AND ASSIGNS.

NO OBSTRUCTION TO THE FLOW OF STORMWATER RUN-OFF SHALL BE PERMITTED BY FILLING OR BY CONSTRUCTION OF ANY TYPE OF DAM, BUILDING, BRIDGE, FENCE, OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE EASEMENT SHOWN HEREIN ON THIS PLAT, UNLESS APPROVED BY THE CITY OF MANSFIELD. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY OF MANSFIELD TO ERECT DRAINAGE FACILITIES IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY THE STREETS AND ALLEYS IN OR ADJACENT TO THE SUBDIVISION, THEN IN SUCH EVENT, THE CITY OF MANSFIELD SHALL HAVE THE RIGHT TO ENTER SAID DRAINAGE EASEMENT AT ANY POINT OR POINTS TO ERECT, CONSTRUCT AND MAINTAIN ANY FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES.

THE PROPERTY OWNERS WILL BE RESPONSIBLE FOR MAINTAINING SAID DRAINAGE EASEMENT. THE PROPERTY OWNERS SHALL KEEP SAID DRAINAGE EASEMENT CLEAN AND FREE OF DEBRIS, SILT, HIGH WEEDS, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY OR UNDESIRABLE CONDITIONS. THE CITY OF MANSFIELD SHALL HAVE THE RIGHT OR INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTING AND SUPERVISING MAINTENANCE WORK DONE BY THE PROPERTY OWNERS. IF AT ANY TIME THE PROPERTY OWNERS FAIL TO SATISFY ANY OF THEIR AFOREMENTIONED RESPONSIBILITIES OR OBLIGATIONS, THE CITY OF MANSFIELD, UPON TEN (10) DAYS PRIOR NOTICE TO THE OWNERS, MAY ENTER SAID DRAINAGE EASEMENT AT ANY POINT OR POINTS TO PERFORM MAINTENANCE OR CLEAN-UP, AND BILL THE PROPERTY OWNERS THE COST INCURRED, OR PLACE A LIEN ON SAID PROPERTIES IF THE BILL IS NOT PAID WITHIN THIRTY (30) DAYS OF ITS MAILING.

SAID DRAINAGE EASEMENT, AS IN THE CASE OF ALL DRAINAGE EASEMENTS, IS SUBJECT TO STORMWATER OVERFLOW AND EROSION TO AN EXTENT WHICH CANNOT BE SPECIFICALLY DEFINED. THE CITY OF MANSFIELD SHALL NOT BE HELD LIABLE FOR ANY DAMAGES RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA OR THE FAILURE OF ANY FACILITIES WITHIN SAID DRAINAGE EASEMENT. FURTHER, THE CITY OF MANSFIELD WILL NOT BE RESPONSIBLE FOR EROSION CONTROL OR ANY DAMAGE TO PRIVATE PROPERTIES OR PERSONS RESULTING FROM THE FLOW OF WATER WITHIN SAID DRAINAGE EASEMENT AND PROPERTIES.

SURVEYOR'S CERTIFICATE

This is to certify that I, John N. Rogers, a Registered Professional Land Surveyor of the State of Texas, have platted the above subdivision from an actual on the ground survey, and that all lot corners, angle points and points of the curve shall be properly marked on the ground and that this plat correctly represents that survey made by me or under my direction and supervision.

8/23/2017

John N. Rogers
Registered Professional Land Surveyor No. 6372
Surveyed on the ground 10/8/2014
Goodwin & Marshall, Inc.
2405 Mustang Drive
Grapevine, Texas 76051
metro (817) 329-4373

STATE OF TEXAS
REGISTERED
JOHN N. ROGERS
6372
PROFESSIONAL
LAND SURVEYOR

JOHNSON COUNTY RECORDING:

FILED FOR RECORD 9-26-, 2017
PLAT RECORDED IN VOLUME 11, PAGE 323, SLIDE P-583
COUNTY CLERK, JOHNSON COUNTY, TEXAS
DEPUTY CLERK

GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
Metro (817) 329-4373
TBPE REGISTRATION # F-2944
TBPLS # 10021700
Email: nrogers@gmcivil.com (Surveyor)
Email: bcaldwell@gmcivil.com (Engineer)

OWNED/DEVELOPED BY:

JABEZ DEVELOPMENT, LP.
1038 Texan Trail
Grapevine, TX 76051
Phone (503) 505-3151
Email: Robert.Gonzalez@historymaker.com

FINAL PLAT
OF
MILL VALLEY
BEING
61.703 ACRES
SITUATED IN THE
JOSEPH LAWRENCE SURVEY, ABSTRACT No. 616
CRESANTO VELA SURVEY, ABSTRACT No.1102
SETH M. BLAIR SURVEY, ABSTRACT No. 135
CITY OF MANSFIELD, ELLIS COUNTY, TEXAS
AND THE
CRESANTO VELA SURVEY, ABSTRACT No. 851
CITY OF MANSFIELD, JOHNSON COUNTY, TEXAS
187 RESIDENTIAL LOTS, 12 NON-RESIDENTIAL LOTS
MARCH 2017

CASE NO. SD#17-026

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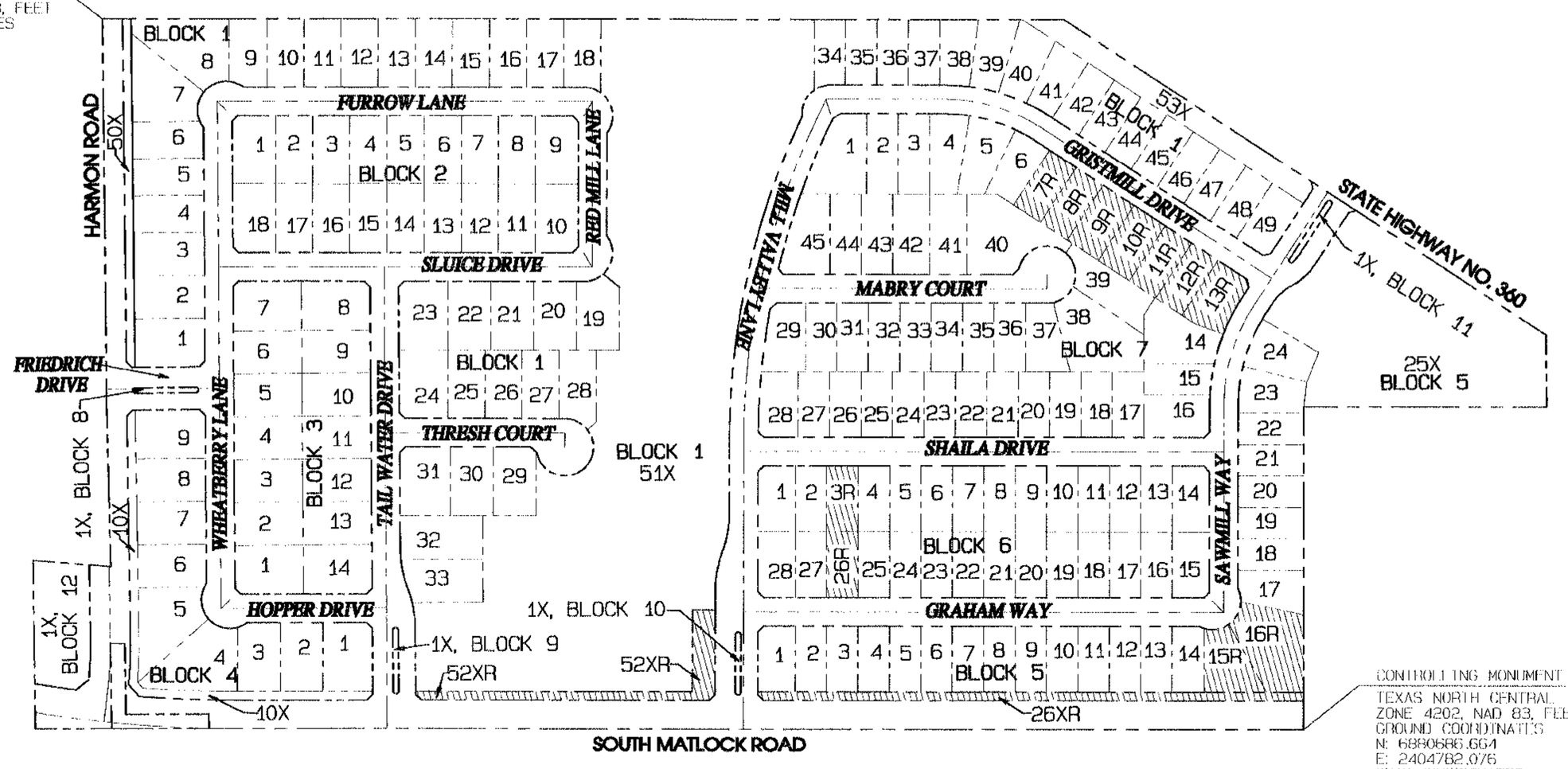
FILED FOR RECORD - ELLIS COUNTY, TEXAS
INST NO. 1811400 FILING DATE/TIME: Apr 24, 2018 at 10:55:00 AM

5282-284

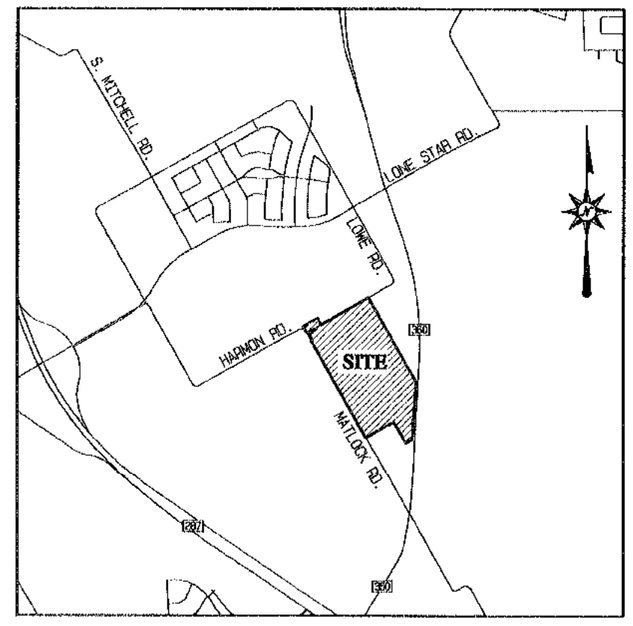
AMENDED LOT MAP

GRAPHIC SCALE 1"=200'
0 200 400 600

CONTROLLING MONUMENT
TEXAS NORTH CENTRAL
ZONE: 4202, NAD 83, FEET
GROUND COORDINATES
N: 6883129.545
E: 2404828.737
GRID COORDINATES
N: 6882366.984
E: 2404562.314



CONTROLLING MONUMENT
TEXAS NORTH CENTRAL
ZONE 4202, NAD 83, FEET
GROUND COORDINATES
N: 6880686.664
E: 2404782.076
GRID COORDINATES
N: 6879924.374
E: 2404515.658



VICINITY MAP
N.T.S.

LEGEND

•	1/2" CAPPED IRON ROD SET STAMPED "GOODWIN & MARSHALL"
AC.	ACRES
SQ. FT.	SQUARE FEET
U.E.	UTILITY EASEMENT
S.E.	SEWER EASEMENT
D.E.	DRAINAGE EASEMENT
S.W.E.	SCREENING WALL EASEMENT
B.T.L.	BUILD-TO-LINE
B.L.	BUILDING LINE
R/W	RIGHT-OF-WAY
INST. NO.	INSTRUMENT NUMBER
CAB.	CABINET
SL.	SLIDE
VOL.	VOLUME
PG.	PAGE
D.R.E.C.T.	DEED RECORDS, ELLIS COUNTY, TEXAS
D.R.J.C.T.	DEED RECORDS, JOHNSON COUNTY, TEXAS
I.R.F.	IRON ROD FOUND
C.I.R.F.	CAPPED IRON ROD FOUND
C.I.R.S.	CAPPED IRON ROD SET (GOODWIN & MARSHALL)

AMENDED LOTS:

JOHNSON COUNTY RECORDING:

FILED FOR RECORD 4-13, 2018
PLAT RECORDED IN VOLUME 11, PAGE 456, SLIDE D-675
Becky Dewey
COUNTY CLERK, JOHNSON COUNTY, TEXAS
Kurlu Chandler
DEPUTY CLERK

PREPARED BY:
GOODWIN & MARSHALL, INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
Metro (817) 329-4373
TBPE REGISTRATION # F-2944
TBPLS # 10021700
Email: nrogers@gmcivil.com (Surveyor)
Email: bcaldwell@gmcivil.com (Engineer)

OWNED/DEVELOPED BY:
JABEZ DEVELOPMENT, LP.
1038 Texan Trail
Grapevine, TX 76051
Phone (817) 849-5100
Email: Bruce.French@historymaker.com

THE PURPOSE OF THIS AMENDED PLAT IS TO REVISE THE LOT LINES ON LOTS 7-13, BLOCK 7, ADD A 10' X 10' UTILITY EASEMENT TO LOT 52X, BLOCK 1, AND ADD A 5' UTILITY EASEMENT TO LOTS 3 AND 26, BLOCK 6, AND LOTS 15, 16, AND 26X, BLOCK 5.

AFTER RECORDING RETURN TO:
CITY OF MANSFIELD
1200 E. BROAD STREET
MANSFIELD, TX 76063

AMENDING PLAT
OF
LOT 52XR BLOCK 1, LOTS 15R–16R, 26XR BLOCK 5, LOTS 3R, 26R BLOCK 6, LOTS 7R–13R BLOCK 7
OF
MILL VALLEY
BEING A REVISION OF
LOT 52X, BLOCK 1, LOTS 15–16, 26X, BLOCK 5, LOTS 3 AND 26, BLOCK 6, LOTS 7–13, BLOCK 7
ACCORDING TO THE PLAT FILED IN
CABINET J, SLIDE 143–149, P.R.E.C.T. AND VOLUME 11, PAGE 317, P.R.J.C.T.
CITY OF MANSFIELD, ELLIS & JOHNSON COUNTY, TEXAS
11 RESIDENTIAL LOTS, 2 NON–RESIDENTIAL LOTS
2.589 ACRES
MARCH 2018
CASE NO. SD#18-009

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FILED FOR RECORD - ELLIS COUNTY, TX
INST NO. 1811400
on Apr 24, 2018 at 10:55:00 AM

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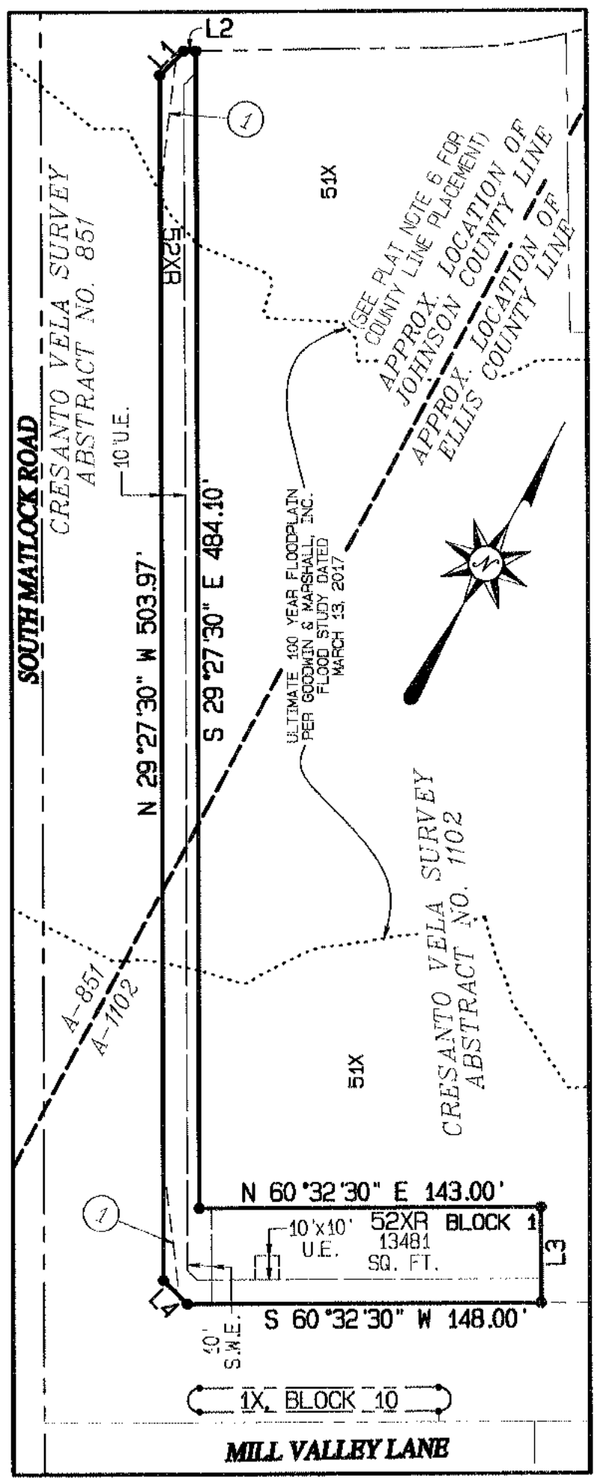

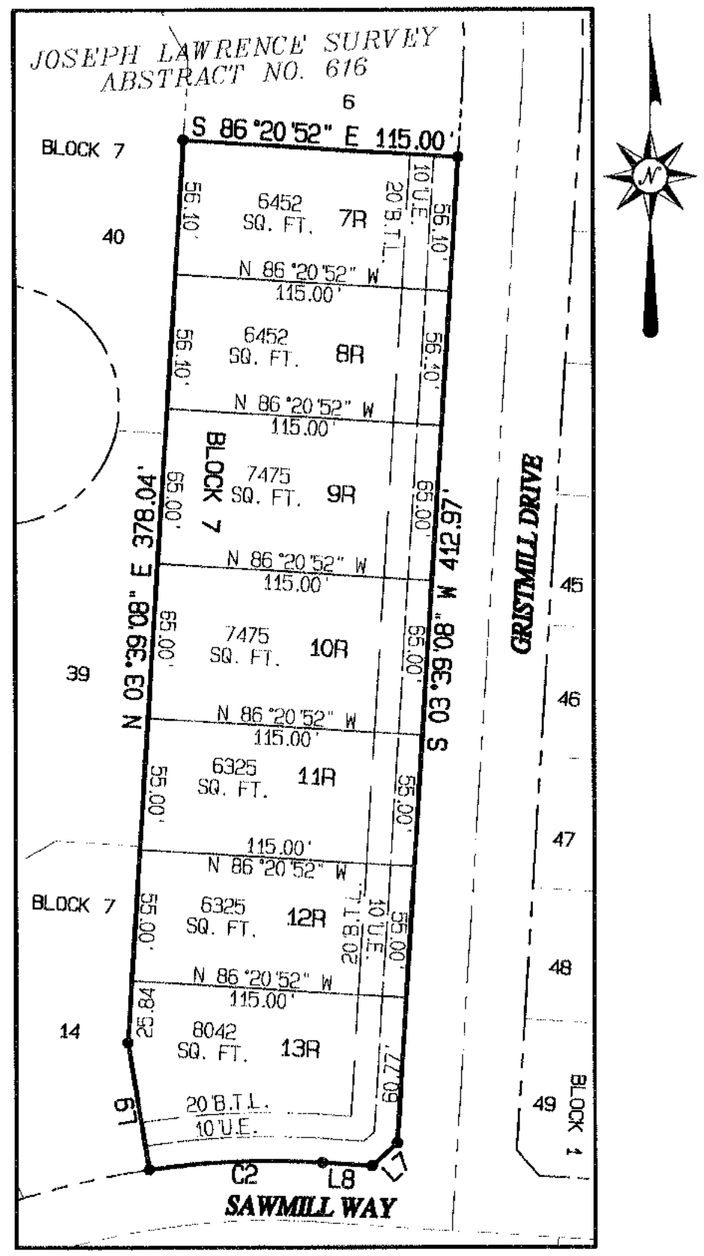

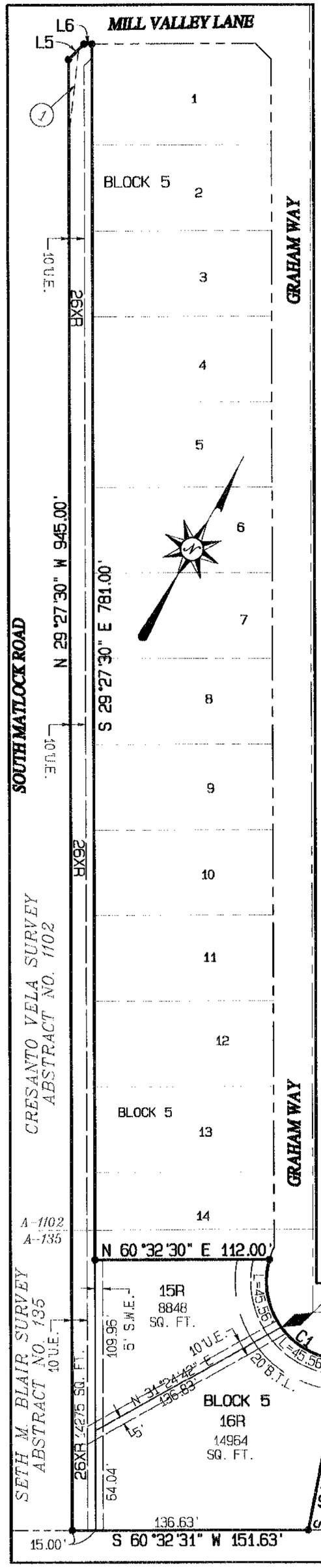

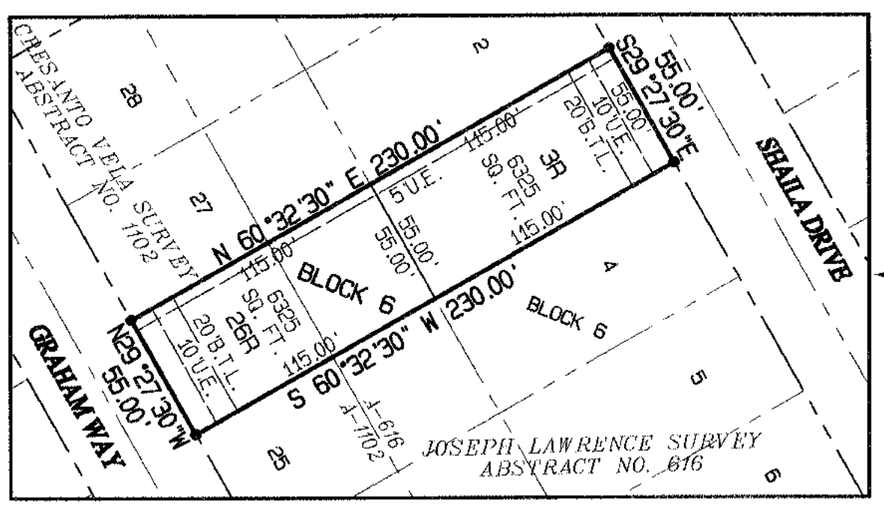

LINE TABLE

LINE	BEARING	DISTANCE
L1	N15°18'00"E	14.20'
L2	N60°03'30"E	5.00'
L3	S29°27'30"E	40.00'
L4	N74°27'30"W	14.14'
L5	N15°32'30"E	14.14'
L6	N60°32'30"E	5.00'
L7	S48°39'08"W	14.14'
L8	N86°20'52"W	20.79'
L9	N09°20'19"W	53.82'

CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	50.00'	91.12'	104°24'56"	S65°24'23"E	79.02'
C2	350.00'	72.63'	11°53'21"	S87°42'27"W	72.50'

THE PURPOSE OF THIS AMENDED PLAT IS TO REVISE THE LOT LINES ON LOTS 7-13, BLOCK 7, ADD A 10' X 10' UTILITY EASEMENT TO LOT 52X, BLOCK 1, AND ADD A 5' UTILITY EASEMENT TO LOTS 3 AND 26, BLOCK 6, AND LOTS 15, 16, AND 26X, BLOCK 5.

JOHNSON COUNTY RECORDING:

FILED FOR RECORD 4-13, 2018
PLAT RECORDED IN VOLUME 11, PAGE 457, SLIDE P-676
Becky Downey
COUNTY CLERK, JOHNSON COUNTY, TEXAS
Kaslie Shuler
DEPUTY CLERK

GRAPHIC SCALE 1"=60'
0 60 120 180

AMENDING PLAT
OF
LOT 52XR BLOCK 1, LOTS 15R-16R, 26XR BLOCK 5, LOTS 3R, 26R BLOCK 6, LOTS 7R-13R BLOCK 7
OF
MILL VALLEY
BEING A REVISION OF
LOT 52X, BLOCK 1, LOTS 15-16, 26X, BLOCK 5, LOTS 3 AND 26, BLOCK 6, LOTS 7-13, BLOCK 7
ACCORDING TO THE PLAT FILED IN CABINET J, SLIDE 143-149, P.R.E.C.T. AND VOLUME 11, PAGE 317, P.R.J.C.T.
CITY OF MANSFIELD, ELLIS & JOHNSON COUNTY, TEXAS
11 RESIDENTIAL LOTS, 2 NON-RESIDENTIAL LOTS
2.589 ACRES
MARCH 2018

CASE NO. SD#18-009

SHEET 2 OF 3

PREPARED BY:
GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
Metro (817) 329-4373
TBPE REGISTRATION # F-2944
TBPLS # 10021700
Email: nrogers@gmcivil.com (Surveyor)
Email: bcaldwell@gmcivil.com (Engineer)

OWNED/DEVELOPED BY:
JABEZ DEVELOPMENT, LP.
1038 Texan Trail
Grapevine, TX 76051
Phone (817) 849-5100
Email: Bruce.French@historymaker.com

AFTER RECORDING RETURN TO:
CITY OF MANSFIELD
1200 E. BROAD STREET
MANSFIELD, TX 76063

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FILED FOR RECORD - ELLIS COUNTY, TEXAS
INST NO 1811400 FILING DATE/TIME Apr 24, 2018 at 10:55:00 AM

J 284

OWNER'S DEDICATION

STATE OF TEXAS:
COUNTY OF JOHNSON & ELLIS:

WHEREAS, Jabez Development, L.P., a Texas limited partnership, acting by and through the undersigned, its duly authorized agent, is the sole owner of Lots 7-13, inclusive of Block 7, Lots 3 and 26 of Block 6, Lots 15, 16, and 26X of Block 5, and Lot 52X of Block 1 of the Final Plat of Mill Valley recorded in Cabinet J, Slide 143-149 of the Plat Records of Ellis County, Texas (PRECT) and Volume 11, Page 317 of the Plat Records of Johnson County, Texas (PRJCT), located in a portion of the Joseph Lawrence Survey, Abstract No. 616, the Cresanto Vela Survey, Abstract No. 1102, and the Seth M. Blair Survey, Abstract No. 135, City of Mansfield, Ellis County, Texas, and the Crestano Vela Survey, Abstract No. 851, City of Mansfield, Johnson County, Texas.

Containing 112,764 square feet or 2.589, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, Jabez Development, L.P. being the sole owner of the above described parcel, acting by and through the undersigned, its duly authorized agent, does hereby adopt the herein above described property as Mill Valley, an addition to the City of Mansfield, Johnson and Ellis Counties, Texas and does dedicate to the public use the streets and easements as shown thereon.

Witness our hand, this the 26th day of March, 2018.

JABEZ DEVELOPMENT, L.P.
a Texas limited partnership

By: _____

Name: Bruce French

Title: Vice President

STATE OF TEXAS:
COUNTY OF TARRANT:

Before me, the undersigned Notary Public in and for said County and State, on this day personally appeared Bruce French of Jabez Development, L.P., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the 26th day of March, 2018.

_____
Notary Public, State of Texas

My commission expires 06-01-2020

SHERRI A. TAYLOR
Notary Public, State of Texas
Comm. Expires 06-01-2020
Notary ID 521215-6

NOTES

1. Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American datum of 1983 as derived from GPS observation from the City of Mansfield monuments "mm 9-07", "mm 13-07", and "tnp f". The combined scale factor for this site is 0.99988213. This factor is to be applied to any ground coordinate or distance values in order to reduce said values to State Plane grid. Elevations shown hereon were derived from GPS observation and calibrated to City of Mansfield monument "mm 9-07" having a published elevation of 604.50 feet (NAVD88).

2. According to the Flood Insurance Rate Map (FIRM) panels 48139C0025F and 48121C0125J, effective December 4, 2012. This survey is located in Flood Insurance Zone "X" (non-shaded), being defined as areas outside the 0.2% annual chance floodplain.

3. All 1/2" iron rod set with yellow plastic cap stamped "Goodwin & Marshall" unless otherwise noted.

4. Notice: Selling a portion of any lot in this addition by metes and bounds is a violation of state law and City ordinance and is subject to penalties imposed by law.

5. No trees, bushes, walls, signs or anything over 2' is allowed within the visibility easements.

6. The approximate location of the Ellis and Johnson County Line shown herein was scaled from Johnson County Appraisal District's interactive map, City of Mansfield G.I.S. department's interactive map, and the Texas General Land Office's map. No field determination was performed to establish the location of said County Line.

7. A mandatory homeowners association will be responsible for the maintenance of the masonry wall on Lot 33, Block 1, and Lots 23 and 24, Block 5, and the masonry walls or required fences along Matlock Road, S.H. 360, and Harmon Road, including the parkway between the screening wall or fence and the street, the open space lots and medians, and the enhanced entryway features, including but not limited to, medians, landscaping, any non-standard pavement, and the entrance masonry walls with signage.

8. Lot 51X, Block 1, is dedicated to the City as a public park and drainage easement, and the park land must be conveyed to the City by deed.

9. This plat does not increase the number of lots or alter or remove existing covenants or restrictions, if any, on this property.

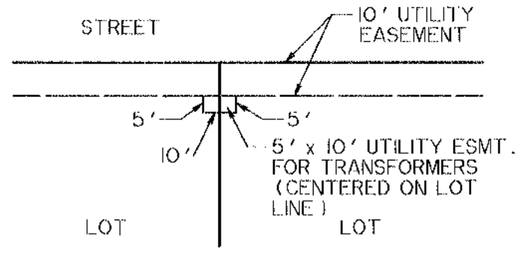
CONDITIONS OF ACCEPTANCE OF DRAINAGE AND FLOODWAY EASEMENTS

THIS PLAT IS PROPOSED BY THE OWNERS OF PROPERTIES DESCRIBED HEREIN (HEREINAFTER REFERRED TO AS "PROPERTY OWNERS") AND IS APPROVED BY THE CITY OF MANSFIELD SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE PROPERTY OWNERS, HIS HEIRS, GRANTEES, SUCCESSORS AND ASSIGNS.

NO OBSTRUCTION TO THE FLOW OF STORMWATER RUN-OFF SHALL BE PERMITTED BY FILLING OR BY CONSTRUCTION OF ANY TYPE OF DAM, BUILDING, BRIDGE, FENCE, OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE EASEMENT SHOWN HEREIN ON THIS PLAT, UNLESS APPROVED BY THE CITY OF MANSFIELD. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY OF MANSFIELD TO ERECT DRAINAGE FACILITIES IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY THE STREETS AND ALLEYS IN OR ADJACENT TO THE SUBDIVISION, THEN IN SUCH EVENT, THE CITY OF MANSFIELD SHALL HAVE THE RIGHT TO ENTER SAID DRAINAGE EASEMENT AT ANY POINT OR POINTS TO ERECT, CONSTRUCT AND MAINTAIN ANY FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES.

THE PROPERTY OWNERS WILL BE RESPONSIBLE FOR MAINTAINING SAID DRAINAGE EASEMENT. THE PROPERTY OWNERS SHALL KEEP SAID DRAINAGE EASEMENT CLEAN AND FREE OF DEBRIS, SILT, HIGH WEEDS, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY OR UNDESIRABLE CONDITIONS. THE CITY OF MANSFIELD SHALL HAVE THE RIGHT OR INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTING AND SUPERVISING MAINTENANCE WORK DONE BY THE PROPERTY OWNERS. IF AT ANY TIME THE PROPERTY OWNERS FAIL TO SATISFY ANY OF THEIR AFOREMENTIONED RESPONSIBILITIES OR OBLIGATIONS, THE CITY OF MANSFIELD, UPON TEN (10) DAYS PRIOR NOTICE TO THE OWNERS, MAY ENTER SAID DRAINAGE EASEMENT AT ANY POINT OR POINTS TO PERFORM MAINTENANCE OR CLEAN-UP, AND BILL THE PROPERTY OWNERS THE COST INCURRED, OR PLACE A LIEN ON SAID PROPERTIES IF THE BILL IS NOT PAID WITHIN THIRTY (30) DAYS OF ITS MAILING.

SAID DRAINAGE EASEMENT, AS IN THE CASE OF ALL DRAINAGE EASEMENTS, IS SUBJECT TO STORMWATER OVERFLOW AND EROSION TO AN EXTENT WHICH CANNOT BE SPECIFICALLY DEFINED. THE CITY OF MANSFIELD SHALL NOT BE HELD LIABLE FOR ANY DAMAGES RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA OR THE FAILURE OF ANY FACILITIES WITHIN SAID DRAINAGE EASEMENT. FURTHER, THE CITY OF MANSFIELD WILL NOT BE RESPONSIBLE FOR EROSION CONTROL OR ANY DAMAGE TO PRIVATE PROPERTIES OR PERSONS RESULTING FROM THE FLOW OF WATER WITHIN SAID DRAINAGE EASEMENT AND PROPERTIES.



TYPICAL 5' x 10' UTILITY EASEMENT DETAIL
N.T.S.

The Utility Easement for Transformers shown in the Typical 5' X 10' Utility Easement detail shall apply to all lots with a transformer installed at the front of the lots

THE PURPOSE OF THIS AMENDED PLAT IS TO REVISE THE LOT LINES ON LOTS 7-13, BLOCK 7, ADD A 10' X 10' UTILITY EASEMENT TO LOT 52X, BLOCK 1, AND ADD A 5' UTILITY EASEMENT TO LOTS 3 AND 26, BLOCK 6, AND LOTS 15, 16, AND 26X, BLOCK 5.

SURVEYOR'S CERTIFICATE

This is to certify that I, John N. Rogers, a Registered Professional Land Surveyor of the State of Texas, have platted the above subdivision from an actual on the ground survey, and that all lot corners, angle points and points of the curve shall be properly marked on the ground and that this plat correctly represents that survey made by me or under my direction and supervision.

_____ 3/22/2018

John N. Rogers
Registered Professional Land Surveyor No. 6372
Surveyed on the ground 10/8/2014
Goodwin & Marshall, Inc.
2405 Mustang Drive
Grapevine, Texas 76051
metro (817) 329-4373

STATE OF TEXAS
REGISTERED
JOHN N. ROGERS
6372
PROFESSIONAL
LAND SURVEYOR

ELLIS COUNTY RECORDING:

PLAT RECORDED AS INSTRUMENT NO 1811400
DRAWER J AND SLIDE 282-284
DATE April 24, 2018

APPROVED BY THE CITY OF MANSFIELD

APPROVED BY THE DIRECTOR OF PLANNING ON 4/6, 2018

Tresa Sudbury
DIRECTOR OF PLANNING

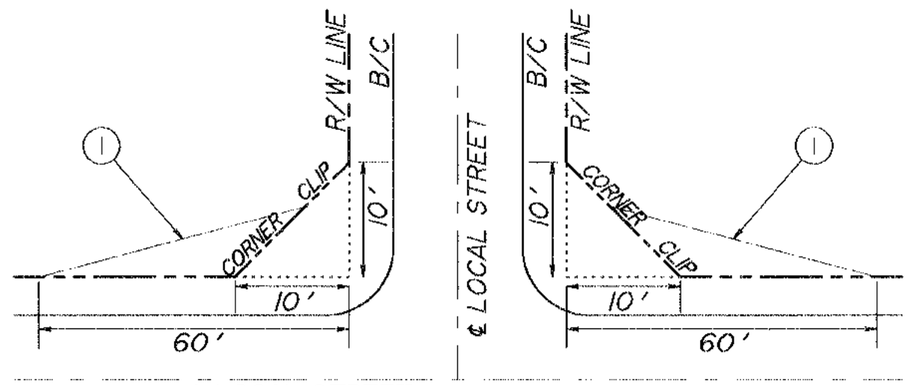
JOHNSON COUNTY RECORDING:

FILED FOR RECORD 4-13, 2018
PLAT RECORDED IN VOLUME 11, PAGE 458, SLIDE D-67

Becky D. Berry
COUNTY CLERK, JOHNSON COUNTY, TEXAS

Kristie Rhoades
DEPUTY CLERK

AFTER RECORDING RETURN TO:
CITY OF MANSFIELD
1200 E. BROAD STREET
MANSFIELD, TX 76063



NOTE:
DETAIL PERTAINS TO ALL LOCAL INTERSECTIONS.
(1) = 7' X 60' VISIBILITY EASEMENT

TYPICAL 7' x 60' VISIBILITY EASEMENT DETAIL
N.T.S.

CITY OF MANSFIELD SEAL MANSFIELD, TEXAS

PREPARED BY:

GOODWIN AND MARSHALL, INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
Metro (817) 329-4373
TBPE REGISTRATION # F-2944
TBPLS # 10021700
Email: nrogers@gmcivil.com (Surveyor)
Email: bcaldwell@gmcivil.com (Engineer)

OWNED/DEVELOPED BY:

JABEZ DEVELOPMENT, LP.
1038 Texan Trail
Grapevine, TX 76051
Phone (817) 849-5100
Email: Bruce.French@historymaker.com

AMENDING PLAT
OF
LOT 52XR BLOCK 1, LOTS 15R-16R, 26XR BLOCK 5,
LOTS 3R, 26R BLOCK 6, LOTS 7R-13R BLOCK 7
OF
MILL VALLEY
BEING A REVISION OF
LOT 52X, BLOCK 1, LOTS 15-16, 26X, BLOCK 5,
LOTS 3 AND 26, BLOCK 6, LOTS 7-13, BLOCK 7
ACCORDING TO THE PLAT FILED IN
CABINET J, SLIDE 143-149, P.R.E.C.T. AND
VOLUME 11, PAGE 317, P.R.J.C.T.
CITY OF MANSFIELD, ELLIS & JOHNSON COUNTY, TEXAS
11 RESIDENTIAL LOTS, 2 NON-RESIDENTIAL LOTS
2.589 ACRES
MARCH 2018

CASE NO. SD#18-009

E:\10721 - MM\COS\AMENDED PLAT\AMENDED PLAT.pro

EXHIBIT B

LAW-BASED SECTIONS

L-B.1 POLITICAL SIGNS. Political signs may be erected upon a Lot by the Owner of the Lot advocating the election of one (1) or more political candidates or the sponsorship of a political party, issue, or proposal provided that such signs shall not exceed four (4) square feet, shall be erected no more than ninety (90) days in advance of the election to which they pertain, and are removed within ten (10) days after the election. Declarant or the Association shall have the right to remove any sign that does not comply with the above, and in doing so shall not be subject to any liability in connection with such removal.

L-B.2 DISPLAY OF CERTAIN RELIGIOUS ITEMS. An Owner or Resident is permitted to display or affix to the entry of the Owner's Residence one or more religious items, the display of which is motivated by the Owner's or Resident's sincere religious belief. This policy outlines the standards that shall apply with respect to the display or affixing of certain religious items on the entry to the Owner's Residence.

(a) General Guidelines. Religious items may be displayed or affixed to an Owner's entry door or door frame of the Owner's Residence; provided, however, that individually or in combination with each other, the total size of the display is no greater than twenty-five square inches (5"x5"= 25 square inches).

(b) Prohibitions. No religious item may be displayed or affixed to an Owner's Residence that: (i) threatens the public health or safety; (ii) violates applicable law; or (iii) contains language, graphics, or any display that is patently offensive. No religious item may be displayed or affixed in any location other than the entry door or door frame and in no event may extend past the outer edge of the door frame of the Owner's Residence. Nothing in this policy may be construed in any manner to authorize an Owner to use a material or color for an entry door or door frame of the Owner's Residence or make an alteration not the entry door or door frame that is not otherwise permitted pursuant to the Governing Documents.

(c) Removal. The Association may remove any item which is in violation of the terms and conditions of this section.

(d) Covenants in Conflict with Statutes. To the extent that any provision of the Association's Restrictions restrict or prohibit an Owner from displaying or affixing a religious item in violation of the controlling provisions Texas Property Code § 202.018, the Association shall have no authority to enforce such provisions and the provisions of this policy shall hereafter control.

L-B.3 RAINWATER HARVESTING SYSTEMS. Texas statutes presently render null and void any restriction in the Declarations which prohibits the installation of rain barrels or a rainwater harvesting system on a residential Lot. The policy is adopted in lieu of any express prohibition against rain barrels or rainwater harvesting systems, or any provision regulation such matters which conflict with Texas law, as set forth in the Restrictions.

L-B.3.1 ACC APPROVAL REQUIRED. Approval by the ACC is required prior to installing rain barrels or a rainwater harvesting system on a Lot ("Rainwater Harvesting System"). The ACC is not responsible for (a) errors in or omissions in the application submitted to the ACC for approval; (b) supervising installation or construction to confirm compliance with an approved

application; or (c) the compliance of an approved application with governmental codes and ordinances and state and federal laws.

L-B.3.2 PROCEDURES AND REQUIREMENTS.

(a) APPROVAL APPLICATION. To obtain ACC approval of a rainwater Harvesting System, the Owner or Resident shall provide the ACC with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction ("Rain System Application"). A Rain System Application may only be submitted by an Owner unless the Owner's Resident provides written confirmation at the time of submission that the Owner consents to the Rain System Application.

(b) APPROVAL PROCESS. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the Restrictions. A Rain System Application submitted to install a Rainwater Harvesting System on property owned by the Association will not be approved. A proposal to install a Rainwater Harvesting System on property owned by the Association must be approved in advance and in writing by the Board and the Board need not adhere to this policy when considering any such request. Each Owner is advised that if the Rain System Application is approved by the ACC, installation of the Rainwater Harvesting System must: (i) strictly comply with the Rain System Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. IF the Owner fails to cause the Rain System Application to be installed in accordance with the approved Rain System Application, the ACC may require the Owner to: (i) modify the Rain System Application to accurately reflect the Rain System Device installed on the Lot; or (ii) remove the Rain System Device and reinstall the device in accordance with the approved Rain System Application. Failure to install a rain System Device in accordance with the approved Rain System Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Rain System Application or remove and relocate a rain System Device in accordance with the approved Rain System shall be at the Owner's sole cost and expense.

(c) APPROVAL CONDITIONS. Unless otherwise approved in advance and in writing by the ACC, each Rain System Application and each Rain System Device to be installed in accordance therewith must comply with the following:

(i) The Rain System Device must be consistent with the color scheme of the Residence constructed on the Owner's Lot, as reasonably determined by the ACC.

(ii) The Rain System Device does not include any language or other content that is not typically displayed on such a device.

(iii) The Rain System Device is in no event located between the front of the Residence constructed on the Owner's Lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's Lot to install the Rain System Device, as reasonably determined by the ACC.

(v) If the Rain System Device will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, common area, or another Owner's property,

the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. See below for additional guidance.

(d) GUIDELINES FOR CERTAIN RAIN SYSTEM DEVICES. If the Rain System Device will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. Accordingly, when submitting a Rain Device Application, the application should describe methods proposed by the Owner to shield the Rain System Device from the view of any street, common area, or another Owner's Lot. When reviewing a Rain System Application for a Rain System Device that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, common area, or another Owner's Lot, any additional regulations imposed by the ACC to regulate the size, type, shielding of, and materials used in the construction of the Rain System Device may not prohibit the economic installation of the Rain System Device, as reasonably determined by the ACC.

LB-4 FLAG DISPLAY AND FLAGPOLE INSTALLATION. Texas statutes presently render null and void any restriction that restricts or prohibits the display of certain flags or the installation of certain flagpoles on a residential lot in violation of the controlling provisions of Texas Property Code § 202.011 or any federal or other applicable state law. The Declarant has adopted this policy in lieu of any express prohibition against certain flags and flagpoles, or any provision regulating such matters which conflict with Texas law, as set forth in the Restrictions

LB-4.1 ARCHITECTURAL REVIEW APPROVAL.

(a) APPROVAL REQUIRED. Approval by the ACC is required prior to installing a flagpole no more than five feet (5') in length affixed to the front of a Residence near the principal entry or affixed to the rear of a Residence ("Mounted Flagpole"). A Mounted Flag or Mounted Flagpole must be approved in advance by the ACC. The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

(b) APPROVAL REQUIRED. Approval by the ACC is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Lot ("Freestanding Flagpole"). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

LB-4.2 PROCEDURES AND REQUIREMENTS

(a) APPROVAL APPLICATION. To obtain ACC approval of any Freestanding Flagpole, the Owner shall provide the ACC with the following information: (a) the location of the flagpole to be installed on the Lot; (b) the type of flagpole to be installed; (c) the dimensions of the flagpole; and (d) the proposed materials of the flagpole ("Flagpole Application"). A Flagpole Application may only be submitted by an Owner unless the Owner's Resident provides written confirmation at the time of submission that the Owner consents to the Flagpole Application.

(b) APPROVAL PROCESS. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required herein, which govern the review and approval of improvements. A Flagpole Application submitted to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

(c) Each Owner is advised that if the Flagpole Application is approved by the ACC, installation of the Freestanding Flagpole must: (i) strictly comply with the Flagpole Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Freestanding Flagpole to be installed in accordance with the approved Flagpole Application, the ACC may require the Owner to: (i) modify the Flagpole Application to accurately reflect the Freestanding Flagpole installed on the Lot; or (ii) remove the Freestanding Flagpole and reinstall the flagpole in accordance with the approved Flagpole Application. Failure to install a Freestanding Flagpole in accordance with the approved Flagpole Application or an Owner's failure to comply with the post approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Flagpole Application or remove and relocate a Freestanding Flagpole in accordance with the approved Flagpole Application shall be at the Owner's sole cost and expense.

LB-4.3 INSTALLATION, DISPLAY, AND APPROVAL CONDITIONS. Unless otherwise approved in advance and in writing by the ACC, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

(a) No more than one (1) Freestanding Flagpole or no more than two (2) Mounted Flagpoles are permitted per Lot, on which only Mounted Flags may be displayed;

(b) Any Mounted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;

(c) Any Mounted Flag displayed on any flagpole may not be more than three feet (3') in height by five feet in width (3'x5');

(d) With the exception of flags displayed on Common Area owned and/or maintained by the Association and any Lot which is being used for marketing purposes by a builder, the flag of the United States of America must be displayed in accordance with 4 U.S.C. §§ 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(e) The display of a flag, or the location and construction of the flagpole must comply with all applicable zoning ordinances, easements and setbacks of record;

(f) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the Residence;

(g) A flag or a flagpole must be maintained in good condition and any deteriorated flag or

deteriorated or structurally unsafe flagpole must be repaired, replaced, or removed;

(h) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and

(i) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

LB-5 SOLAR DEVICE AND ENERGY EFFICIENT ROOFING. Texas statutes presently render null and void any restriction that prohibits the installation of solar devices or energy efficient roofing on a residential lot. The Declarant has adopted this policy in lieu of any express prohibition against solar devices or energy efficient roofing, or any provision regulating such matters which conflict with Texas law.

LB5-1 DEFINITIONS AND GENERAL PROVISIONS.

(a) Solar Energy Device Defined. A "Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for Use in heating or cooling or in the production of power.

(b) Energy Efficiency Roofing Defined. As used in this Policy, "Energy Efficiency Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.

(c) Architectural Review Approval Required. Approval by the ACC is required prior to installing a Solar Energy Device or Energy Efficient Roofing. The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising the installation or construction to confirm compliance with an approved application; or (iii) the compliance of approved application with governmental codes and ordinances, state and federal laws.

LB-5.2 SOLAR ENERGY DEVICE PROCEDURES AND REQUIREMENTS.

(a) Approval Application. To obtain ACC approval of a Solar Energy Device, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "Solar Application"). A Solar Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Solar Application.

(b) Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the Restrictions. The ACC will approve a Solar Energy Device if the Solar Application complies with this Section 21.2 UNLESS the ACC makes a written determination that placement of the Solar Energy Device, despite compliance with this Section will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ACC right

to make a written determination in accordance with the foregoing sentence is negated if all Owners of property immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Notwithstanding the foregoing provision, a Solar Application submitted to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association will not be approved despite compliance with this Section. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request. Each Owner is advised that if the Solar Application is approved by the ACC, installation of the Solar Energy Device must (i) strictly comply with the Solar Application; (ii) commence within thirty *(30)* days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Solar Energy Device to be installed in accordance with the approved Solar Application, the ACC may require the Owner to: (i) modify the Solar Application to accurately reflect the Solar Energy Device installed on the property; or (ii) remove the Solar Energy Device and reinstall the device in accordance with the approved Solar Application. Failure to install a Solar Energy Device in accordance with the approved Solar Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the Ace to resubmit a Solar Application or remove and relocate a Solar Energy Device in accordance with the approved Solar Application shall be at the Owners sole cost and expense.

LB-5.3 APPROVAL CONDITIONS. Unless otherwise approved in advance and in writing by the ACC, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(a) The Solar Energy Device must be located on the roof of the Residence located on the Owner's lot, entirely within a fenced area of the Owner's lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the ACC may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten (10) percent above the energy production of the Solar Energy Device if installed in the location designated by the ACC. If the Owner desires to contest the alternate location proposed by the ACC, the Owner should submit information to the ACC which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(b) If the Solar Energy Device is mounted on the roof of the principal Residence located on the Owner's lot, then: (i) the Solar Energy Device may not extend higher than or beyond the roofline; (ii) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (iii) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

LB-5.4 ENERGY EFFICIENT ROOFING. The ACC will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles

used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in the Restrictions. In conjunction with any such approval process, the Owner should submit information which will enable the ACC to confirm the criteria set forth in the previous paragraph.

LB-6 DROUGHT RESISTANT LANDSCAPING. As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("**Xeriscaping**") upon written approval by the ACC. All Owners implementing Xeriscaping shall comply with the following:

LB-6.1 APPROVAL REQUIRED. As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("Xeriscaping") upon written approval by the ACC. All Owners implementing Xeriscaping shall comply as follows.

LB6-2 PROCEDURES AND REQUIREMENTS

(a) APPROVAL APPLICATION. To obtain ACC approval to install Xeriscaping, the Owner shall provide the ACC with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "Xeriscaping Application"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's Resident provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The ACC is not responsible for: (i) errors or omissions in the Xeriscaping Application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (iii) the compliance of an approved application with Applicable Law.

(b) APPROVAL PROCESS. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this *Section 3.06* when considering any such request.

(c) APPROVAL CONDITIONS. Unless otherwise approved in advance and in writing by the ACC, each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

i. The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the ACC. For purposes of this Section LB6, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the community. For example, an Owner's Lot plan may be denied if the ACC determines that: a) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or b) the use of specific

turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Lot.

ii. No Owners shall install gravel, rocks or cacti that in the aggregate encompass over ten percent (10%) of such Owner's front yard or ten percent (10%) of such Owner's back yard.

iii. The Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by the ACC.

(d) APPROVAL. Each Owner is advised that if the Xeriscaping Application is approved by the ACC, installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the ACC may require the Owner to: (i) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the property; or (ii) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this Declaration and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

EXHIBIT C -- CONSTRUCTION RELATED RESTRICTIONS

IN THE EVENT OF ANY CONFLICT, THE MILL VALLEY PLANNED DEVELOPMENT STANDARDS, CITY CODES AND ORDINANCES, SUPERSEDE THE CONSTRUCTION RELATED RESTRICTIONS HEREIN.

The Declarant has used its best efforts to promote and ensure a high level of taste, design, quality, harmony, and conformity throughout the Property, consistent with the standards specified herein and in the Restrictions, provided, however, that Declarant shall have sole discretion with respect to taste, design, and all standards specified herein so long as Declarant owns a Lot. In this regard, Declarant promulgates the following construction related restrictions:

1. APPROVED BUILDERS. No Owner, Builder, or general contractor shall construct a Residence on a Lot without first obtaining the written approval of the proposed builder from the ACC, with such decision to lie in the sole and absolute discretion of the ACC.

2. MINIMUM CONSTRUCTION REQUIREMENTS. Each residence shall have a minimum contiguous interior living area of 2,000 square feet, exclusive of garages, porches, or patios. At least sixty-five percent (65%) of the exterior of each Residence and seventy-five percent (75%) of the first floor of the Residence, exclusive of glass and doors, shall be in masonry, brick, brick veneer, stone, or stone veneer materials approved by the ACC. All exterior construction shall be of new materials and shall be natural or ACC-approved natural-appearing materials. No Residence or other structure shall exceed two (2) stories in height, excluding basements, unless approved by the ACC or the maximum height permitted by the applicable municipality. Construction materials having a life of less than twenty-five (25) years, as determined by the ACC, shall not be utilized in the construction of any improvements on a Lot.

3. GARAGES. Each Residence shall have a garage capable of housing at least two (2) vehicles. No garage or accessory improvements shall exceed in height the residence or dwelling unit to which it is appurtenant. If an Owner desires an attached, single-car garage in addition to a two-car garage, the single-car garage must be set back behind the front elevation of the Residence. Garage doors shall be closed at all times except to allow the entry and exit of vehicles and persons and except when the garage is being cleaned or items are being stored in the garage. No carport is permitted on any Lot. All garages shall correspond in style, architecture, and exterior building materials with the Residence to which it is appurtenant.

4. ROOFING. All roofs shall be constructed of composition roofs which meet or exceed at least a minimum twenty-five (25) year warranty. Wood shake shingles are not permitted. All roofs must be approved in writing by Declarant and/or the ACC for color and material. The roof pitch elevation of any structure shall be a minimum of 6/12 pitch unless otherwise approved by the ACC.

5. INTENTIONALLY OMITTED.

6. RECREATIONAL IMPROVEMENTS. All children's play equipment, including, but not limited to, sand boxes and wading pools shall be kept in good repair and shall not be placed so as to be visible from a public right-of-way.

7. MINIMUM SETBACK. Subject to City or County zoning and development standards, no improvements of any kind (other than approved fences) may be placed closer than twenty feet (20') from the front line of any Lot or seven feet (7') from any side property line, or fifteen feet (15') from any rear property line. In cases where rugged terrain is encountered, thus necessitating or making highly desirable the use of such space, a variance to this restriction may be granted by written approval of the ACC, within its sole discretion.

8. STORAGE OF BUILDING MATERIALS. No building materials of any kind may be stored on any Lot for longer than one week prior to the commencement of work for which the materials were purchased unless they are stored in an enclosed building or located such that they cannot be viewed from any other Lot.

9. CONSTRUCTION CLEAN-UP. From time to time during construction as required to maintain a neat and orderly appearance, and upon completion of construction, the Owner of the Lot will be responsible for the removal of any trash or debris that may have been thrown, placed, or discarded on any part of the Lot or on any other Lot if the trash or debris originated at the Owner's Lot.

10. COMPLETION OF CONSTRUCTION. To promote the marketing of Mill Valley and to maintain the aesthetics of the development, once construction of a Residence is commenced on a Lot it shall be diligently continued to completion. No Residence shall remain incomplete for more than twelve (12) months after construction has commenced, except due to a casualty loss in which case construction shall be completed as soon as possible thereafter. An Owner who breaches this section shall pay to Declarant, as liquidated damages; the sum of $100 per day for each day construction remains incomplete beyond this twelve (12) months, in addition to any other damages owed by such Owner to the Association.

11. AIR CONDITIONING. No air conditioning apparatus shall be used, placed, or maintained on any Residence except on the ground of the side or back of the Residence. No air conditioning apparatus shall be installed at or on the front of a Residence.

12. LIGHTING. In general, exterior lighting used in connection with the occupancy of a Residence shall be kept to the minimum required for safety and security. Landscape lighting is allowed. All exterior lights must have a bonnet or shield preventing the light from traveling in an upward direction and limiting its vertical travel. No mercury vapor or neon lights shall be used to illuminate the outside areas of a Lot. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to other Owners or Lots as determined by the ACC. Lighting for tennis courts is permitted with the approval of the ACC.

13. SOUND DEVICES. No exterior horns, whistles, bells, or other unusually sound devices (except reasonable security devices) audible from any adjoining Lot shall be placed or used upon any Lot.

14. FENCES. No fence, wall, or hedge shall be erected, placed, or altered on any Lot without the ACC's prior written approval. Any fence or wall shall comply with the applicable municipality's requirements and the following:

(a) Unless otherwise approved by Declarant, all fences and walls facing a public right of way shall not extend nearer to the front street than ten (10) feet behind the front of the Residence.
(b) All fences shall not be less than six (6) feet nor more than eight (8) feet in height, as measured from existing ground level.

14.1 TUBULAR FENCING. Lots 1 – 20, Block F must have tubular steel fencing installed and maintained along the rear section (southern border) of each Lot. Privacy fencing along the rear section (southern border) of said Lots is prohibited.

15. LOT ENTRIES AND DRIVEWAYS. Each Lot must be accessible to the adjoining public right-of-way by a driveway suitable for such purposes and approved as to design, materials, and location by the ACC prior to any residence being occupied or used. Unless otherwise approved by the ACC, no circular driveways shall be permitted.

16. ANTENNA. No microwave dishes, radio, citizen band or otherwise, or television axial wires or antennas (collectively, "antenna") shall be maintained on any portion of any Lot, or in the Common Area, except direct broadcast satellite (DBS) antennae no more than 18" in diameter, multichannel multipoint distribution system (MMES) antennae no more than 18" in diameter, or television broadcast antennae, all of which Owner shall screen from view as much as possible without impairing the installation, maintenance or use. All matters set forth in this provision require the express approval, in advance, of the ACC, which shall be exercised in conformity with the rules of the Federal Communications Commission.

Except as expressly provided herein, no exterior radio or television antennae or aerial or satellite dish or disc, shall be erected, maintained, or placed on a Lot without the prior written approval of the ACC.

(a) Location of Antennae. An antenna may be installed solely on the Owner's Lot and shall not encroach upon any street, Common Area, or any other portion of the Property. An antenna shall be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Property, other than the Lot. In order of preference, the locations of an antenna which will be considered least visible by the ACC are as follows:

(i) Attached to the back of the principal single-family residence constructed on the Lot, with no part of the antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(ii) Attached to the side of the principal single-family residence constructed on the Lot, with no part of the antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The ACC may, from time to time, modify, amend, or supplement the rules regarding installation and placement of antennae.

17. BUILDING CODES. All construction will comply with the Building Code, any other applicable local building codes or fire codes, and any other Applicable Laws, ordinances or regulations of any governmental body or agency.

18. SUBDIVISION. No Lot shall be subdivided into smaller lots. Unless otherwise approved by the ACC, none of the Lots shall be platted into larger Lots.

19. CHIMNEYS. The exterior of chimneys shall allow masonry cementitious siding material.

20. SIDEWALKS. All sidewalks shall, at a minimum, conform to the applicable municipality's specifications and regulations. Declarant and/or the ACC may, in their absolute and sole discretion, impose

more restrictive standards than those required by the applicable municipality regarding placement and width.

21. SIGNS. No sign(s) shall be displayed to the public view on any Lot or public right-of-way, except that Owner (a) may place on each of Owner's Lot during the initial construction of the Residence a Builder's for sale sign, model home sign, and/or a Builder's temporary construction address sign, each of which shall be no larger than eight square feet in size and (b) a standard and/or customary "for sale" sign, as determined standard and/or customary in the ACC's absolute and sole discretion, when selling a completed Residence. Nothing herein shall preclude the display of signs otherwise permitted at law.

22. LANDSCAPING. Each residence shall be landscaped and sodded on the front and side yards within one hundred and twenty (120) days after the date on which the carpet has been installed in the Residence. The landscaping of each Lot shall be principally grass sod unless otherwise approved in writing by the ACC. The owner shall keep the yard sufficiently watered to ensure adequate growth of the grass. The yard shall contain an underground water sprinkling system for the purpose of producing sufficient water to preserve and maintain the landscape in a health and attractive condition.

23. TREES AND SHRUBS. As per City of Mansfield requirements and standards.

24. FLAG POLES. Except as otherwise permitted by law, no flag poles shall be installed without the prior approval of the ACC.

25. EXTERIOR HOME COLORS. Exterior home colors must be approved by the ACC. The ACC shall promulgate a swatch of acceptable home colors. Preferred color finishes include subdued earth or natural tones. For both new construction and changes to existing Residences, proposed masonry products and paint swatches must be submitted to the ACC for approval.

26. SOLAR DEVICES. Except as otherwise permitted at law, all solar devices must be approved by Declarant.

MODIFICATION TO ELIMINATE GARAGE SETBACK
APPROVED 06/11/2018

EXHIBIT "D"

MILL VALLEY PLANNED DEVELOPMENT STANDARDS

SECTION 1: DEVELOPMENT PLAN

The proposed development will be in complete accordance with the provisions of the approved Planned Development District and that all Development Plans recorded hereunder shall be binding upon the applicant thereof, his successors and assigns, and shall limit and control all building permits.

The Mill Valley Planned Development (MVPD) shall apply to the 60.8 acre tract described in the legal description in Exhibit A. The MVPD shall have 3 distinct product lines as represented in Table 1 below. The maximum number of residential lots allowed within the MVPD is 196.

SECTION 2: RESIDENTIAL PRODUCTS

Mill Valley will have single-family detached residential lots as shown on the Development Plan on Exhibit C. The single-family residential lots will comply with the following requirements. All homes within Mill Valley will be constructed by Rendition Homes or a suitable equivalent.

Product Types	Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth	Front Build-To Line	Minimum Side Yard Setback	Minimum Rear Yard Setback	Maximum Lot Coverage	Minimum Floor Area
Manor	8,400 sf	75'	120'	20'	7'	15'	45%	2,200 sf
Township	7,800 sf	65'	120'	20'	7'	15'	45%	2,000 sf
Village	6,300 sf	55'	115'	20'	7'	15'	45%	2,000 sf
All corner lots will have an increased 5' exterior side yard setback from the above required setback.								
Corner lots must be at least 10' wider than the minimum lot width.								

Table 1 - Residential Product Table

SECTION 3: COMMUNITY DESIGN STANDARDS

Residential development in Mill Valley must comply with the community design standards in Section 4600 of the Zoning Ordinance and any future amendments thereof.

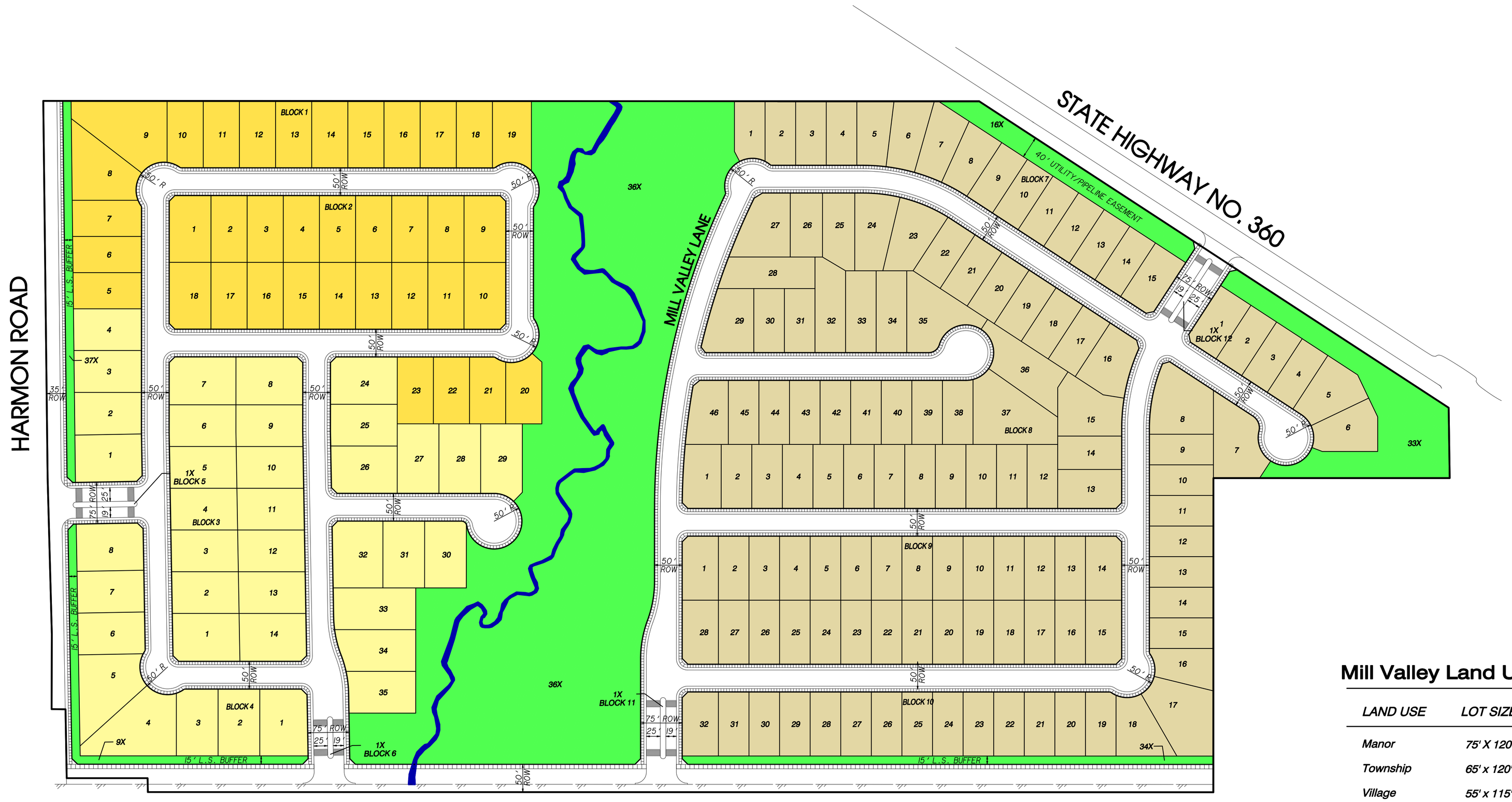
SECTION 4: GENERAL CONDITIONS

A. Landscaping:
   1. There will be a minimum of three trees required for each lot with a minimum three and one-half (3.5) inch caliper. Two trees must be planted in the front yard and one tree in the rear yard.
   2. Street trees must be planted at the average rate of one (1) tree for every thirty (30) feet of street frontage. Where poor soil conditions or other factors require additional flexibility in planting, the Director of Planning or his designee may approve alternative spacing of trees, but not reduction in the number of required trees.

B. Perimeter Walls/ Screening:
   1. A minimum six (6) foot masonry screening wall must be provided along Matlock Road and State Highway 360 in accordance with Ordinance No. 1270.
   2. A minimum six (6) foot screening device must be provided along Harmon Road in accordance with Ordinance No. 1270.

SECTION 7: HOMEOWNERS ASSOCIATION

A mandatory homeowners association will be responsible for the maintenance of the masonry walls along Matlock Road and S.H. 360, and the screening device along Harmon Road, including the parkway between the screening wall or device and the street; the open space lots and medians; and the enhanced entryway features, including but not limited to, medians, landscaping, any non-standard pavement, and the enhanced masonry walls with signage.



Mill Valley Land Use Summary

LAND USE	LOT SIZE	LOTS	Lot Size %
Manor	75' X 120'	38	19.4%
Township	65' x 120'	37	18.9%
Village	55' x 115'	121	61.7%
TOTAL		196	100.0%
TOTAL OPEN SPACE ACREAGE		11.3	18.5%

GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
(817) 329-4373

SCALE:
1" = 100'

EXHIBIT "C"
DEVELOPMENT PLAN
FOR
MILL VALLEY

City of Mansfield, Ellis & Johnson County, Texas
196 Lots
OCTOBER, 2016

Sheet 1 of 1

PD ZONING CASE
NO. ZC#16-010

E:\10721 - HMH\Prelim\Prelim Layout 2016-10-21 BAC.pro

FILED FOR RECORD - ELLIS COUNTY, TX
INST NO. 1923031
on Aug 09, 2018 at 03:27:00 PM

SCANNED

Any provision herein which restricts the sale, rental, or use of this described real property because of color or race is invalid and unenforceable under federal law
STATE OF TEXAS, COUNTY OF ELLIS
I hereby certify this instrument was filed on the date and time stamped herein and was duly recorded in the volume and page of the OFFICIAL PUBLIC RECORDS of Ellis County Texas and stamped hereon

Cindy Polley
COUNTY CLERK ELLIS COUNTY, TEXAS