

FOR SALE

Equestrian Estate on 14.4 Acres
Listed for \$2,395,000

7583 Mountain View Road
Aubrey, Texas



Set on approximately 14.5 acres in the heart of North Texas horse country, this gated estate offers a well-rounded combination of a spacious residence, equestrian improvements, and a location that keeps you connected to the broader DFW area. Positioned just minutes from Denton with convenient access to major thoroughfares, the property provides a rural setting without sacrificing proximity to shopping, dining, healthcare, and both DFW International and Dallas Love Field airports.

The residence offers approximately 4,400+ square feet of thoughtfully designed living space, up to five bedrooms, featuring a split-bedroom layout that balances privacy and separation. Multiple living and dining areas offer flexibility for a range of uses. The kitchen is equipped with double ovens, gas cooking, and ample workspace, while the private primary suite includes a sitting area and adjoining office. An upstairs bonus suite adds additional flexibility for guests, extended family, or a variety of personal uses. Additional features such as a pool, outdoor living areas, and a generator contribute to its overall functionality and comfort.

Outdoors, the land is defined by mature trees, pasture, and a large pond supported by a private water well, creating a natural backdrop that enhances the scenic acreage setting. The sandy loam soil, highly regarded for equestrian use, makes the property especially appealing for horse enthusiasts.

Equestrian improvements include a well-designed insulated barn with up to 12 stalls, tack and feed areas, wash rack, and a flex-room with kitchenette and full bath, along with fenced pastures and supporting infrastructure.

With its combination of a luxury home, usable acreage, equestrian amenities, and a convenient location near Denton and the surrounding DFW conveniences, 7583 Mountain View presents a well-balanced opportunity in one of the area's most desirable acreage settings.

Dutch and Cheryl Wiemeyer
REALTORS®
Direct/Text (940) 391-9092
info@texasliving.com
www.texasliving.com

KW
KELLERWILLIAMS
REAL ESTATE

7583 Mountain View Road, Aubrey, Texas 76227

MLS#: 21237050 **N Active**

[7583 Mountain View Road Aubrey, TX 76227-5045](#)

LP: \$2,395,000

Property Type: Residential

SubType: Single Family



Also For Lease: N
Subdivision: Mountain View Ranch Add
County: Denton
Country: United States
Parcel ID: [R169177](#)
Lot: 30 **Block:** 1
Legal: MOUNTAIN VIEW RANCH ADDN BLK 1 LOT 30
Unexempt Tx: \$15,697
Spcl Tax Auth: No

Lst \$/SqFt: \$533.76

Lake Name:
Lse MLS#:
Plan Dvlpm:
MultiPrcl: No **MUD Dst:** No
PID:No

Beds: 4 **Tot Bth:** 5 **Liv Area:** 3
Fireplc: 2 **Full Bath:** 4 **Din Area:** 2 **Pool:** Yes
Half Bath: 1 **Adult Community:**
Smart Home App/Pwd: No

SqFt: 4,487/Assessor
Yr Built: 1994/Assessor/Preowned
Lot Dimen:
Subdivide?: No
HOA: Mandatory
Access Unit: No

Hdcp Am: No
Horses?: Yes
Attached: No
Acres: 14.450
HOA Dues: \$500/Annually
AccUnit SF:

Garage: Yes/3
Attch Gar: Yes
Carport: 0
Cov Prk: 3
Unit Type:

School Information

School Dist: Aubrey ISD
Elementary: HI Brockett **Middle:** Aubrey **High:** Aubrey

Rooms

Room	Dimen / Lvl	Features	Room	Dimen / Lvl	Features
Living Room	21 x 17 / 1	Built-in Cabinets, Ceiling Fan(s), Fireplace	Den	18 x 18 / 1	Ceiling Fan(s), Fireplace
Bonus Room	30 x 22 / 2	Built-in Cabinets	Kitchen	16 x 13 / 1	Breakfast Bar, Built-in Cabinets, Granite/Granite Type Countertop, Kitchen Island, Natural Stone/Granite Type, Walk-in Pantry, Water Line to Refrigerator
Dining Room	14 x 17 / 1		Breakfast Rm	15 x 12 / 1	
Office	13 x 13 / 1		Bedroom-Primary	33 x 16 / 1	Ceiling Fan(s), Ensuite Bath, Separate Shower, Separate Vanities, Sitting Area in Primary, Walk-in Closet(s)
Bedroom	19 x 18 / 1	Ceiling Fan(s), Split Bedrooms	Bedroom	18 x 17 / 1	Ceiling Fan(s)
Bedroom	16 x 16 / 1	Built-in Cabinets, Ceiling Fan(s)	Utility Room	10 x 9 / 1	Built-in Cabinets, Separate Utility Room, Sink in Utility

General Information

Housing Type: Single Detached
Style of House:
Lot Size/Acres: 10 to < 50 Acres
Soil: Sandy Loam
Heating: Central, Heat Pump, Zoned
Roof: Shingle
Construction: Brick, Rock/Stone
Foundation: Slab
Basement: No
Possession: Other

Fireplace Type: Den, Living Room
Flooring: Carpet, Tile, Travertine Stone, Wood
Levels: 2
Type of Fence: Cross Fenced, Gate, Perimeter, Pipe
Cooling: Ceiling Fan(s), Central Air, Zoned
Accessible Ft:
Patio/Porch: Covered
Special Notes: Deed Restrictions
Listing Terms: Cash, Conventional

Features

Appliances: Dishwasher, Disposal, Electric Oven, Electric Water Heater, Gas Cooktop, Gas Water Heater, Microwave, Oven-Double
Laundry Feat: Dryer - Electric Hookup, In Utility Room, W/D - Full Size W/D Area, Dryer Hookup, Washer Hookup
Interior Feat: Built-in Features, Granite Counters, High Speed Internet Available, Kitchen Island, Walk-In Closet(s), Wet Bar
Exterior Feat: Covered Patio/Porch, Rain Gutters, Stable/Barn
Park/Garage: Garage, Garage Door Opener, Garage Faces Side, Oversized
Pool Features: Gunite, In Ground, Pool/Spa Combo
Street/Utilities: Asphalt, Co-op Electric, Co-op Water, Individual Water Meter, Outside City Limits, Propane, Septic, Well, No City Services
Lot Description: Acreage, Few Trees, Lrg. Backyard Grass, Pasture, Subdivision, Tank/ Pond, Water/Lake View
HOA Includes: Management Fees
Other Structures: Shed(s), Stable(s)

Restrictions: Deed
Easements: Drainage, Utilities
Dock Permitted:
Other Equipment: Generator

Lake Pump: No

Remarks

Property Description: Set on approximately 14.5 acres in the heart of North Texas horse country, this gated estate offers a well-rounded combination of a spacious residence, equestrian improvements, and a location that keeps you connected to the broader DFW area. Positioned just minutes from Denton with convenient access to major thoroughfares, the property provides a rural setting without sacrificing proximity to shopping, dining, healthcare, and both DFW International and Dallas Love Field airports. The residence offers approximately 4,400+ square feet of thoughtfully designed living space, up to five bedrooms, featuring a split-bedroom layout that balances privacy and separation. Multiple living and dining areas offer flexibility for a range of uses. The kitchen is equipped with double ovens, gas cooking, and ample workspace, while the private primary suite includes a sitting area and an adjoining office. An upstairs bonus suite adds additional flexibility for guests, extended family, or a variety of personal uses. Additional features such as a pool, outdoor living areas, and a generator contribute to its overall functionality and comfort. Outdoors, the land is defined by mature trees, pasture, and a private pond supported by a private water well, creating a natural backdrop that enhances the scenic acreage setting. The sandy loam soil, highly regarded for equestrian use, makes the property especially appealing for horse enthusiasts. Equestrian improvements include a well-designed insulated barn with up to 12 stalls, tack and feed areas, wash rack, and a flex-room with kitchenette and full bath, along with fenced pastures and supporting infrastructure. With its combination of a luxury home, usable acreage, equestrian amenities, and a convenient location near Denton and the surrounding DFW conveniences, 7583 Mountain View presents a well-balanced opportunity in one of the area's most desirable acreage settings.

Public Driving Directions: At the southwest corner of New Hope and Mountain View

Agent/Office Information

Lst Ofc: KELLER WILLIAMS REALTY

Lst Agt: [DUTCH WIEMEYER](#)

Prepared By: DUTCH WIEMEYER KELLER WILLIAMS REALTY on 04/15/2026 14:44

7583 Mountain View Road, Aubrey, Texas 76227

Listing ID: 21237050



PROPERTY AERIAL...What A STUNNING Property!
It's One That Always Catches Your Eye, And It's
Now Available To Make It Your Dream Estate!

PROPERTY AERIAL...14.45 Gorgeous Acres W/Pond,
4487SF Home, Pool, Large Horse Barn, And More!



AERIAL OF HOME

AERIAL OF HOME AND HORSE BARN



BACK OF HOME...Beautiful Pool W/Attached Spa,
Plus Pet Friendly Fenced Back Yard

GUNITE POOL...Water Features And Attached Spa

7583 Mountain View Road, Aubrey, Texas 76227
Listing ID: 21237050



FORMAL LIVING ROOM AND FOYER...Wood Floor, High Ceiling, Fireplace



FORMAL LIVING AND DINING ROOMS



FORMAL DINING ROOM



FAMILY ROOM AND DINETTE...Wood Floor, Stone Fireplace, Built-In TV Cabinet, Open To Kitchen



FAMILY ROOM...Extra Photo, Door To Cvrd Back Patio And Pool



FAMILY ROOM - DINETTE - KITCHEN

7583 Mountain View Road, Aubrey, Texas 76227
Listing ID: 21237050



OFFICE...Wood Floor, High Ceiling, Located Off Primary Bedroom Wing



PRIMARY BEDROOM...Wood Floor, Sitting Area, Door To Back Yard/Pool Area, High Ceiling



PRIMARY BEDROOM SITTING AREA



PRIMARY BEDROOM...Extra View



PRIMARY BATH...Tile Floor, 2 Separate Vanities, Soaking Tub, Tile Shower, Large W/I Closet



2ND BEDROOM...Can Also Be Addn'l Office Or Living Area, Built-In Desk/Shelves, Trayed Ceiling, Dbl Closets

7583 Mountain View Road, Aubrey, Texas 76227
Listing ID: 21237050



BEDROOM 3...Wood Floor, Vaulted Ceiling, Shares Jack-N-Jill Bath With Bedroom 4, Walk-In Closet



ONE SIDE OF JACK-N-JILL BATH



BEDROOM 4...Wood Floor, Trayed Ceiling, Shares Jack-N-Jill Bath With Bedroom 3, Walk-In Closet, Window Seat



BONUS ROOM / 5TH BEDROOM...2nd Floor, Vanity W/Dressing Table, Shower, Walk-In Closet



2ND FLOOR BATHROOM



HORSE BARN...Up To 12 Stalls, Cvr'd Trailer Parking, Partially Cvr'd Stall Runs

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Listing ID: 21237050



BARN INTERIOR...Concrete Center Aisle, Flex Room W/Kitchenette & Bathroom, Wash Rack, Tack/Feed Room, Up To 12 Oversized Stalls

BARN INTERIOR...Extra View, Insulated, Welded Wire Stall Fronts, Stall Mats, Auto Waterers, W/D Hook-Ups In Tack Room, 6 Stalls Have Rear Doors To Runs



Paddock WITH HORSE WALKER

ONE OF SEVERAL PADDOCKS



ONE OF SEVERAL PADDOCKS

PASTURE AND POND

7583 Mountain View Road, Aubrey, Texas 76227
Listing ID: 21237050



HOME AND POND AT SUNSET



EVENING VIEW OF HOME



EVENING VIEW OF POOL/SPA



PROPERTY AERIAL...Property Outlines Are Approximate



PROPERTY AERIAL



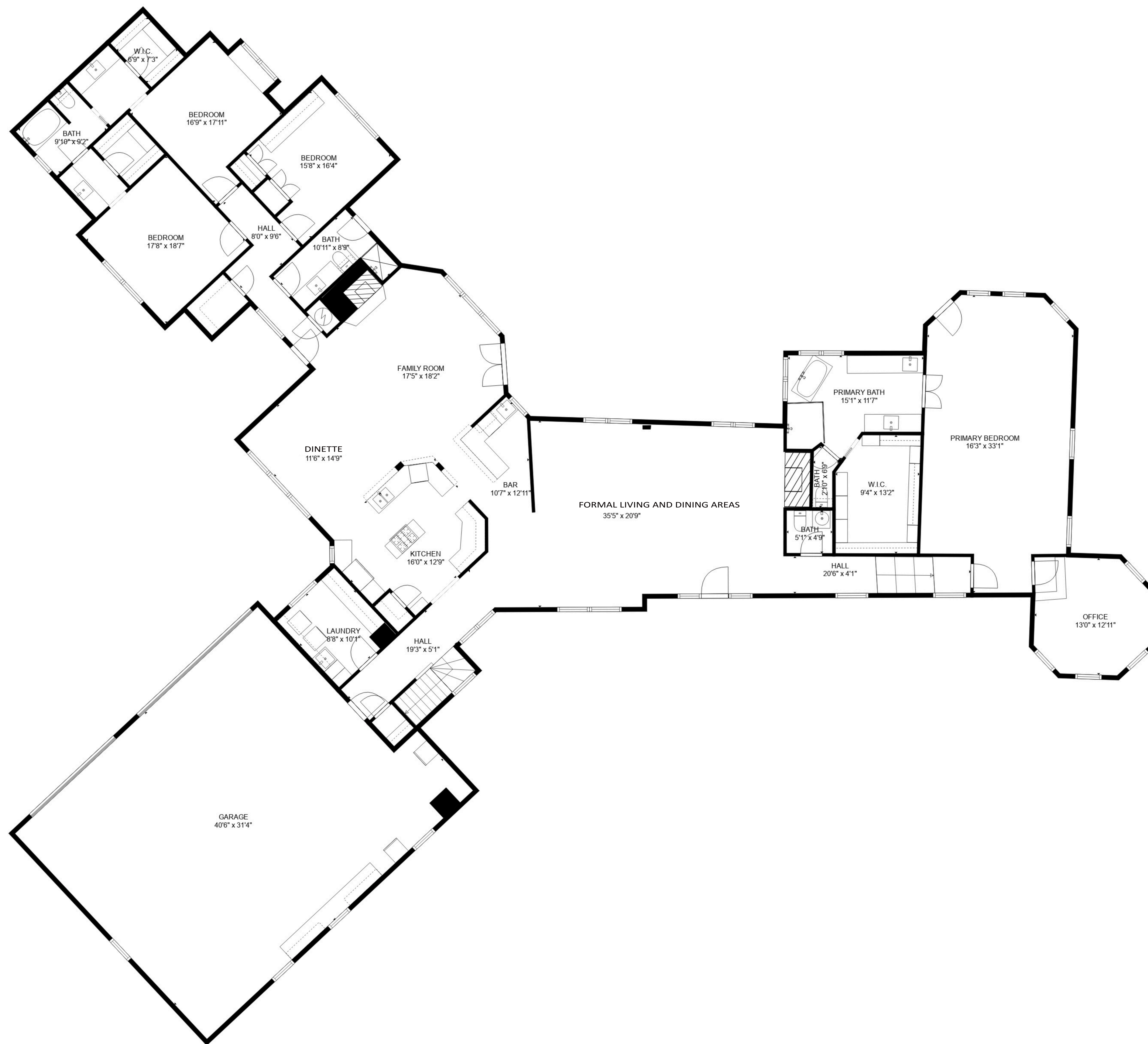
PROPERTY AERIAL

7583 Mountain View Road, Aubrey, Texas 76227

Listing ID: 21237050



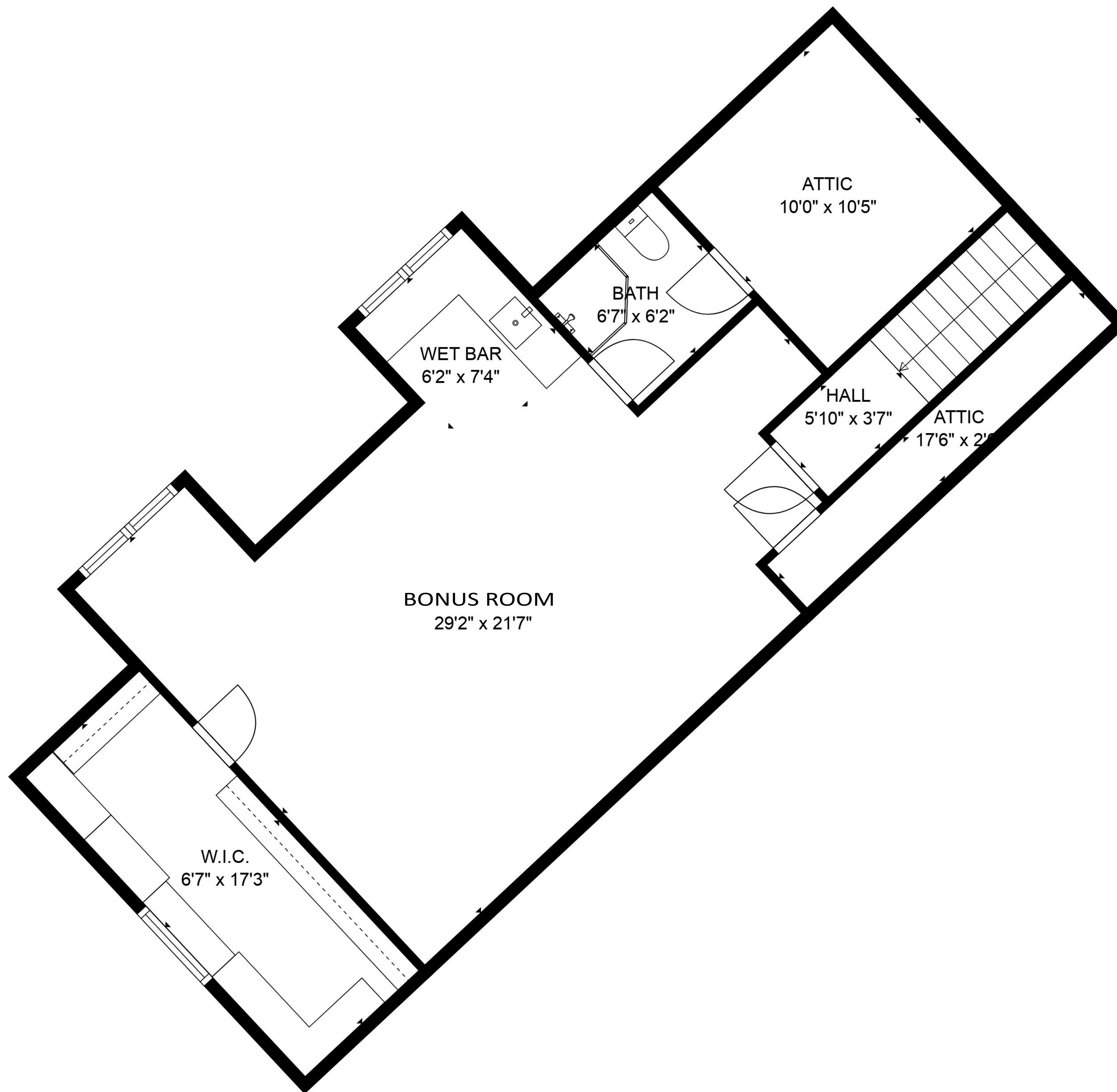
PROPERTY AERIAL...Close View Of Home, Barn,
Riding Pad And Large Pond With Dock



Total GLA: 3884 sq. ft | Total: 6016 sq. ft
 Floor 1: 3822 sq. ft (Excluded areas 1267 sq. ft)
 Floor 2: 62 sq. ft (Excluded areas 865 sq. ft)

FLOOR PLAN CREATED BY CUBICASA APP. MEASUREMENTS DEEMED HIGHLY RELIABLE BUT NOT GUARANTEED.

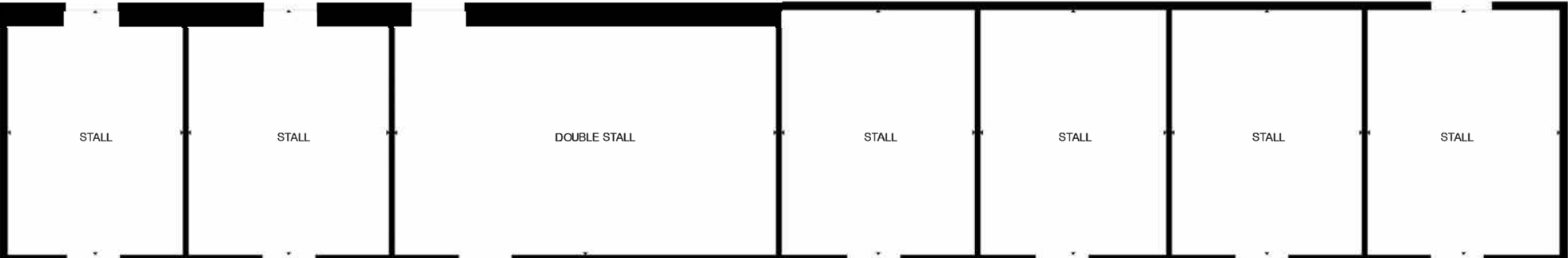




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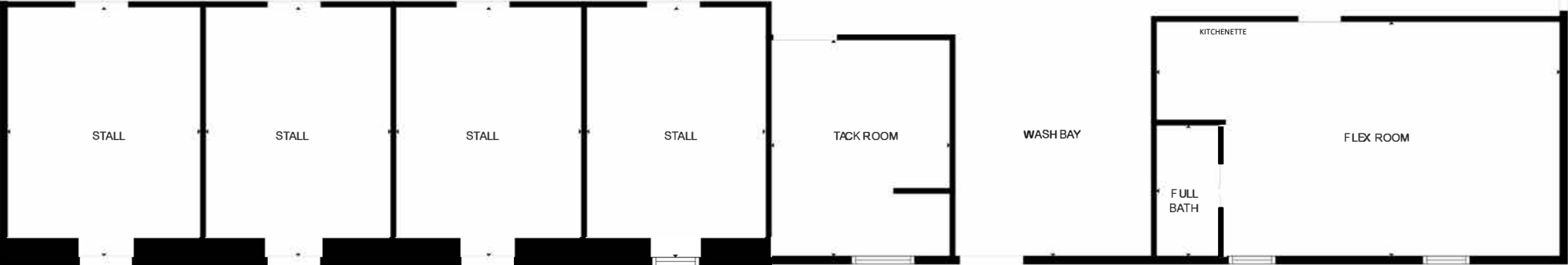
HAY/EQUIPMENT STORAGE



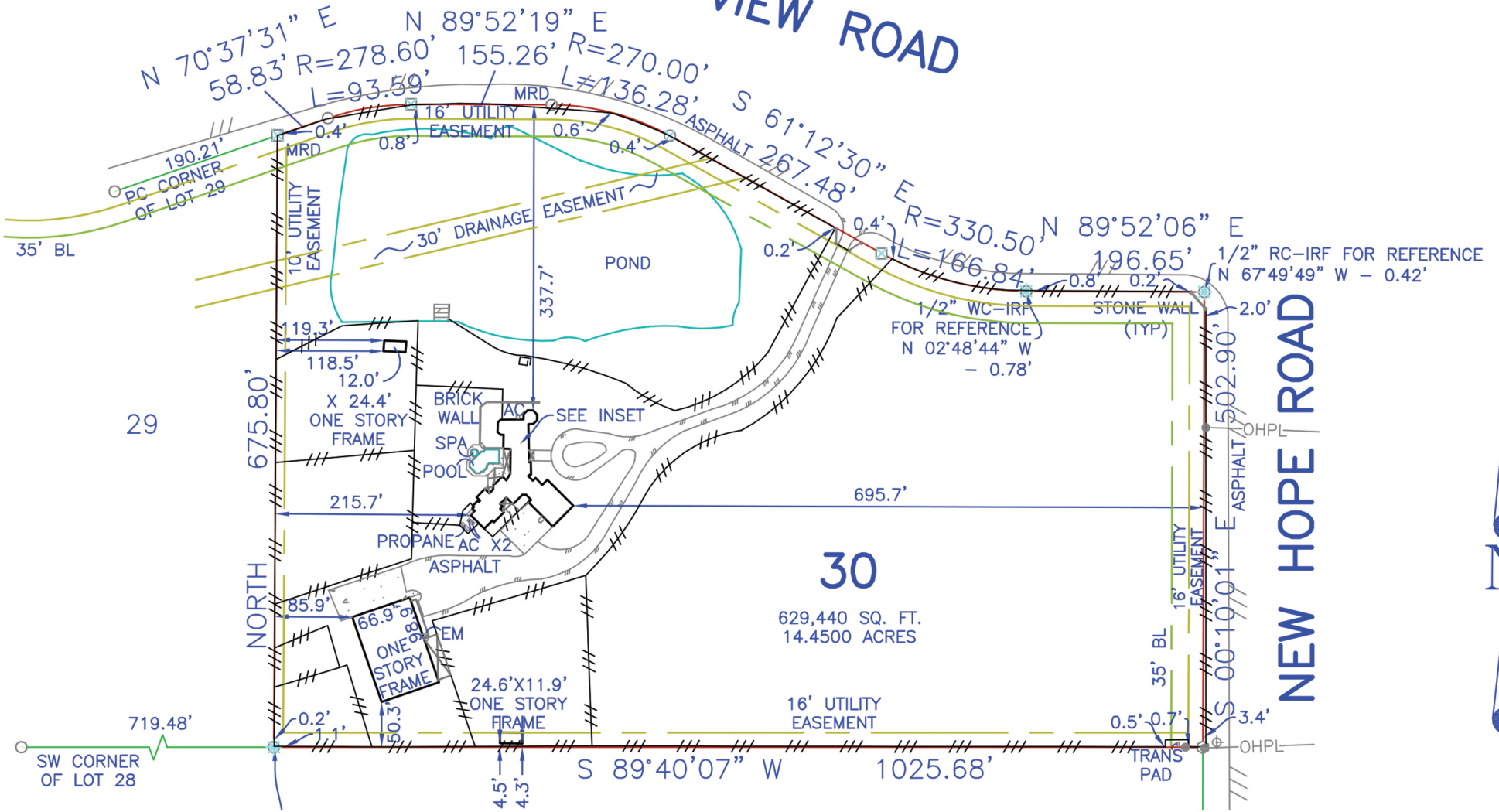
OVERHEAD DOOR

ALLEYWAY

OVERHEAD DOOR



MOUNTAIN VIEW ROAD



NEW HOPE ROAD



Water Quality:	<i>Strata Depth (ft.)</i>	<i>Water Type</i>
	140	fresh

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Earth Tech**
1647 witt Road, Suite 105
Frisco, TX 75034

Driller Name: **Dale Chepulis** License Number: **54840**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Casing:
BLANK PIPE & WELL SCREEN DATA

<i>Top (ft.)</i>	<i>Bottom (ft.)</i>	<i>Description</i>
0	5	topsoil
5	15	sand
15	85	shale
85	95	sand
95	140	shale
140	165	sand
165	180	shale

<i>Dia. (in.)</i>	<i>New/Used</i>	<i>Type</i>	<i>Setting From/To (ft.)</i>
4 N	PVC	0	120
4 N	PVC	Screen	120 180 .020

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

TEX. OCC. CODE Title 12, Chapter 1901.251, authorizes the owner (owner or the person for whom the well was drilled) to keep information in Well Reports confidential. The Department shall hold the contents of the well log confidential and not a matter of public record if it receives, by certified mail, a written request to do so from the owner.

Please include the report's Tracking Number on your written request.

Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

DEED RESTRICTIONS
MOUNTAIN VIEW RANCH

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

THAT, PROPERTIES OF THE SOUTHWEST a Delaware Corporation, for the purpose of instituting and carrying out a uniform plan or scheme for development and sale of tracts within MOUNTAIN VIEW RANCH a subdivision in Denton County, Texas, according to the map or plat thereof, recorded in Volume I, Page 212, 213, 214 Denton County Plat Records, does hereby declare, adopt, impose and designate, and by these presents has declared, adopted, imposed and designated, in behalf of itself and its successors and assigns as the owner thereof covering all such tracts or parcels thereof, with it being expressly here provided that all such restrictive covenants and use deed, deeds, and other legal instruments whereby the title or possession on any part or portion of such property as hereafter conveyed or transferred, the following restrictions:

(A) Property shall be used for single family residential purposes only, and no commercial enterprise of any kind or character shall be carried on upon any part of such property.

(B) No building shall be erected, altered, placed or permitted to remain on any tract other than one dwelling unit per each tract, except that one guest/servants house may be built, but said guest/servants house must contain a minimum of 500 square feet and be built after or while the main dwelling is being built and be approved by the Architectural Control Committee. Detached garages, work shops, and barns may be constructed on the property prior to the main dwelling being built, so long as they are of good construction, kept in good repair, and are not used for residential purposes. All dwellings, detached garages, work shops, and barns must be approved in writing by the Architectural Control Committee prior to being erected, altered or placed on the property. All dwellings must have at least 1800 square feet of living area, excluding porches, and be built with new construction materials. No home may be moved onto the property without the express written consent of the Architectural Control Committee. All road front fencing must be white pipe and cable.

A camper or recreational vehicle may be kept on the property for no more than 90 days unless stored in conjunction with a permanent resident. A camper or recreational vehicle may be kept on the property for no longer than fourteen (14) consecutive days out of a thirty (30) day period unless (i) equipped with septic tank, or other sewage disposal system, meeting all applicable laws, rules, standards and specifications, and (ii) be served with water and electricity.

(C) No building of any kind shall be located on any tract nearer than fifty (50) feet to any side property line. No homes shall be located on any tract nearer than 100 feet to any public road and no nearer than fifty (50) feet to the rear property line; provided, however, as to any tract, Architectural Control Committee's may waive or alter any such setback line if, the Architectural Control Committee in the exercise of the Architectural Control Committee sole discretion, such waiver or alteration is necessary to permit effective utilization of a tract. Any such waiver or alteration must be in writing and recorded in the Deed Records of Denton County, Texas. All dwellings placed on Subject Property must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity.

(D) Septic tanks will be permitted on the property, but their construction and location shall comply with all existing state, county or other laws relating thereto. In any event, however, no septic tank shall be constructed and maintained closer than fifty (50) feet from any dedicated road way. No septic tank may be shared with any other property owners. No more than two (2) septic tanks may be constructed and maintained on the property unless the owner

secures a certificate from a registered professional civil engineer that the construction, location and maintenance of more than two (2) septic tanks will not pose any pollution, danger, or nuisance to adjoining property owners. There shall be no outside toilet built or used on the premises.

(E) Horses may be kept on Subject Property, only if the tract is fenced, and property shall be limited to one (1) horse, or other large animal unit per acre. No hogs or pigs may be kept on the premises. No poultry shall be kept or raised on Subject Property except for personal use of the owner. There shall be no more than four (4) adult dogs per household.

(F) Hunting will not be allowed at MOUNTAIN VIEW RANCH.

(G) The Term "tract" as used herein shall mean a tract as shown on the plat. Any such tract may be re-subdivided after January 1, 2010, provided such re-subdivision conforms to State and County laws. The term "tract" shall mean any tracts resulting from any such re-subdivision. Nothing herein shall be construed to affect the duration of these restrictions. Each individual tract shall be subject to these restrictions.

(H) No inoperable vehicles or machinery, or vehicles or machinery on blocks shall be left on any tract for more than ten (10) consecutive days. No machine parts or household appliances or any other such material may be kept on any tract in an exposed manner or other unsightly items incompatible with residential, farming, or ranching usage. All materials must be kept in an enclosed workshop, storage building, or garage.

(I) All driveways off public roads to a tract shall be constructed and installed so as not to obstruct drainage or flow of water. If necessary, the owner of the tract being served by the driveway will install appropriate culverts or drainage pipe under the driveway.

(J) Dams may be built on creeks or natural waterways only if:

- (1) Written permission is obtained from the Owner of land adjacent to such waterways on both sides;
- (2) Such dam will not be built so as to back water up or inundate the land of another owner, unless a written easement is obtained from such other owner;
- (3) Maintenance of existing dams will be the responsibility of the property owners on which the dams are located;
- (4) Such dam will not cause the flooding of any roadway; and
- (5) Any necessary governmental permits are obtained.

(K) No junk yard, pipe yard, wrecking yard or other similar business activity shall be allowed on the property.

(L) No noxious or offensive activities shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

(M) No tract shall be used or maintained as dumping ground for rubbish, trash, garbage, or other waste and the same shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(N) Only one "For Sale" sign may be placed on a lot. Said sign must be of professional design and appearance and may not exceed 18" X 24" in size. The sign must be placed on a wood or metal stake.

(O) Architectural Control Committee shall have the right to negotiate necessary utility easements for the benefit of the property and said utility easements may be placed where possible so as not to detract from the premises. Any signs displayed on the property shall be approved by the Architectural Control Committee.

(P) These covenants are to run with the land, however, the Architectural Control Committee may grant a variance if, the Architectural Control Committee determines that such variance is

necessary to permit effective utilization of a tract, and shall be binding upon the property unless a vote of sixty six and two thirds percent (66 2/3%) of the owners of the property so restricted agree to change the covenants or restrictions in whole or in part, or to grant a variance, which must be done in writing and filed of record in Denton County Deed Records.

(Q) A violation or breach of any condition, restriction or covenant contained herein shall give the owner of any tract or parcel within the subject Property the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and/or to prevent the violation or breach of any of them.

(R) Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

(S) Architectural Control Committee. All architecture, plans, and buildings in the Subdivision shall comply with all applicable laws and building codes as well as with general and special restrictions herein, and any variances therefrom shall be subject to the approval of the Architectural Committee. The original Architectural Committee will consist of three nominees of PROPERTIES OF THE SOUTHWEST.

The Architectural Committee retains the right in furtherance of a uniform plan for the development of the Subdivision as a residential Subdivision, but subject to the limitations hereinafter recited, to grant variances from the herein recited restrictive covenants and use limitations on the Subdivision, provided that a majority of the Architectural Committee, in the exercise of their best judgement and discretion, are of the opinion that any such variances would be in furtherance of the uniform plan for the development of the Subdivision. The Architectural Committee shall also perform all of the other duties and obligations imposed upon them under the provisions hereof. At such time as Declarant deems advisable, the Declarant will appoint three (3) property owners in the Subdivision to serve as the Architectural Committee for the Subdivision from and after such date by instrument recorded in the Official Public Records of Denton County, Texas. The Architectural Committee so appointed will thereafter serve as the Architectural Committee for the Subdivision until their successors are duly elected as hereinafter provided. The Architectural Committee, including any additional members thereof as hereinafter provided for, shall be vested with all of the duties, powers, prerogatives, and discretions herein conferred upon the original Architectural Committee. Any vacancies in the Architectural Committee by death, resignation, or otherwise will be filled by majority vote of the remaining members of the Architectural Committee by recordable instrument filed in the Official Public Records of Denton County, Texas. The sale of all of his or her property in the Subdivision by any member of the Architectural Committee shall be construed as the resignation of such member from the Architectural Committee. Notwithstanding the foregoing, however, at any time after Declarant has relinquished its proprietary rights and duties hereunder to the Homeowners Association provided for herein, the then owners of a majority of the lots in the Subdivision, with any husband and wife being considered as one owner, may by majority vote following forty-five (45) days written notice of the forthcoming election, elect a three (3) member Architectural Committee to replace the previously appointed Architectural Committee. Any Architectural Committee so elected shall thereafter be vested with all of the duties, powers, discretions and prerogative of the original Architectural Committee herein provided for. Such election shall be held upon written petition including the signature of a majority of eligible voters. Each husband and wife shall be considered one (1) owner and there will be one (1), and only one (1), vote for each lot in the Subdivision. The Owner of each lot shall be entitled to cast as many votes as there are positions to be filled, but may only cast one (1) vote for each candidate seeking election to the Architectural Committee, the three (3) candidates receiving the greatest number of votes shall then constitute the Architectural Committee with all powers, duties and privileges heretofore or hereinafter conferred upon such Committee. The Architectural Committee may by letter delivered to the party involved grant

variances from any one or more of the above recited limitations and restrictions insofar, and only insofar, as they pertain to individual lots in the Subdivision. Any variances from such limitations and restrictions made or granted by the Architectural Committee pertaining to all of the lots in the Subdivision, except for variances as to paragraph 1, Item "S", Page 3, may only be made by appropriate written instrument filed in the Official Public Records of Denton County, Texas. Notwithstanding the foregoing, the Architectural Committee shall have no power or authority to grant variances to such limitations and restrictions if such variance would permit the use of any lot in the Subdivision for commercial purposes.

(T) Homeowners Association/Assessments. When fifty percent (50%) of the lots of the Subdivision are sold or at any time the Declarant deems necessary and prudent, a Homeowners Association will be created and shall be comprised of the owners of the lots in the Subdivision. For purposes of this Homeowners Association, an "owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot in the Subdivision, including Buyers under Contracts of Sale and Purchase with the Veterans Land Board of the State of Texas, but excluding the State of Texas, Declarant and those having such interest merely as a security for the performance of an obligation. Any owner owning more than one lot in the Subdivision shall have one (1) vote for each lot owned. This Homeowners Association shall be created by Declarant and Declarant shall formulate the original by-laws governing, its operation. Thereafter, the power to alter, amend, or repeal the by-laws shall be vested in the board of directors of the Homeowners Association, subject to repeal or change by the majority of such owners. Notwithstanding any of the foregoing, the Declarant shall have the exclusive right to control and regulate all common areas within said Subdivision as well as levy assessments upon such owners in such amounts as Declarant shall deem necessary to raise funds that will be required for the enforcement of these restrictions, until Declarant deems it prudent to assign such right to the Homeowners Association. Each such owner is obligated to pay to the Declarant (or the Homeowners Association following the assignment of Declarant's rights to the Homeowners Association) any assessments which the Declarant (or the Homeowners Association following the assignment of Declarant's rights to the Homeowners Association) deems necessary. If any such owner owns more than one lot in the Subdivision, such owner shall pay only twice the assessment of one (1) lot, no matter how many lots are owned. Such assessments will be secured by a continuing lien upon the property against which such assessment may be made. Any assessments which are not paid when due shall be delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum or such higher rate as may lawfully be set by the Declarant (or the Homeowners Association following assignment of Declarant's rights to the Homeowners Association) who may bring an action at law against the owner obligated to pay the same and/or bring an action for foreclosure of the lien against the property and interest of the responsible owner, such action to also include costs and reasonable attorneys' fees of any such action. No owner shall otherwise escape personal liability for any assessment by any transfer of the lot or lots owned at the time such assessment was levied or by abandonment of his lot. Said lien shall be junior and subordinate to any lien which may be placed on any lot or any portion of any lot as security for any interim construction loan and/or any permanent loan for financing improvements on said lots, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed.

At such time as Declarant shall deem prudent, the Homeowners Association shall become responsible for all proprietary functions theretofore having been the sole responsibility of Declarant, including but not limited to any state or county laws, ordinances, and/or regulations, and such Homeowners Association shall indemnify and hold harmless Declarant, its successors and/or assigns from any such liabilities.

DATED this 11TH day of MARCH, 1993.

(4)
8/14/92

PROPERTIES OF THE SOUTHWEST

Jack H. Dean
JACK H. DEAN

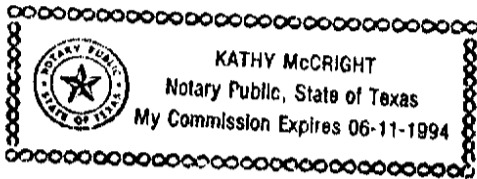
Vice-President

THE STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged before me on this 11th day of MARCH, 1993, by JACK H. DEAN, Vice-President, of Properties of the Southwest.

Kathy McCright
NOTARY PUBLIC, STATE OF TEXAS



UPON RECORDING, RETURN TO: Properties of the Southwest
2220 San Jacinto
Box 8, Suite A
Denton, Tx. 76205

Filed for Record in:
DENTON COUNTY, TX

On 1993/03/11

At 4:43P

Number: 93-R0014135
Type : RST 17.00

**FIRST AMENDED AND RESTATED
DEED RESTRICTIONS
MOUNTAIN VIEW RANCH**

008839

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

THAT, MOUNTAIN VIEW RANCH PROPERTY OWNERS ASSOCIATION, a Texas Non-Profit Corporation, consisting of tracts within MOUNTAIN VIEW RANCH, a subdivision in Denton County, Texas, according to the map or plat thereof, recorded in Volume I, Page 212, 213, 214 Denton County Plat Records, does hereby declare, adopt, impose and designate, and by these presents has declared, adopted, imposed and designated, in behalf of itself and its successors and assigns an association of the owners thereof covering all such tracts or parcels thereof, with it being expressly here provided that such restrictive covenants and use deed, deeds, and other legal instruments whereby the title or possession on any part or portion of such property as hereafter conveyed or transferred, the following restrictions:

(A) Property shall be used for single family residential purposes only, and no commercial enterprise of any kind or character shall be carried on upon any part of such property. Commercial enterprise is defined as the use of property for wholesale or retail commerce. This includes: retail or wholesale sales, the buying and selling of goods, the warehousing or storage of any goods which are offered for sale in either a retail or wholesale manner, or any commercial endeavor that creates a nuisance.

The following enterprises shall be exempt from this restriction: a simple home office that does not generate an appreciable increase in traffic or cause a nuisance to adjacent properties; the sale of hay or seed products grown on the property; or the sale of horses or cattle raised on the property.

(B) No building shall be erected, altered, placed or permitted to remain on any tract other than one dwelling unit per each tract, except that one guest / servants house may be built, but said guest / servants house must contain a minimum of 500 square feet and be built after or while the main dwelling is being built and be approved by the Architectural Control Committee. Detached garages, work shops, and barns may be constructed on the property prior to the main dwelling being built, so long as they are of good construction, kept in good repair, and not used for residential purposes. All dwellings, detached garages, workshops, and barns must be approved in writing by the Architectural Control Committee prior to being erected, altered or placed on the property. Plans for all proposed structures must be submitted to the Architectural Control Committee before any construction begins. Two sets of architectural plans shall be submitted, when approved, one set of plans shall be returned and retained by the property owner and the second set shall remain on file with the Association. All approved plans shall bear the "APPROVED" stamp of the Architectural Control Committee with their signatures affixed to said plans. A Site Plan must be submitted showing placement of all buildings on the property and must show the property boundaries and set backs. All dwellings must have at least 2400 square feet of living area, excluding porches, and be built with new construction materials. No home may be moved onto the property without the express written consent of the Architectural Control Committee. All road front fencing must be white pipe and cable. Storage sheds (larger than 8 feet by 12 feet), barns, workshops, cabanas, green houses and garages shall be compatible with main dwelling in architecture, architectural details and materials and shall be limited to one (1) each per lot. Compatible is defined as the use of similar materials, identical color schemes, and reasonable scale. The maximum number of buildings other than the main dwelling shall be limited to a maximum of two outbuildings total. The ratio of living area to non-living area shall not exceed the ratio of one (1) square foot of non-living area to two (2) square feet of living area. Living area is defined as the air-conditioned living space per building plans. Non-living area is defined as all other underroof space, air-conditioned or non air-conditioned, including, but not limited to: porches, garages, shops, barns and storage sheds. Buildings of an industrial nature shall not be allowed.

A camper or recreational vehicle may be kept on the property for no more than 90 days unless stored in conjunction with a permanent resident. No camper, trailer, or recreational vehicle may

MVRPOA Deed Restrictions Page 1

be used as a dwelling. All campers and recreational vehicles must be stored out of the view from any public road. A camper or recreational vehicle may be kept on the property for no longer than fourteen (14) consecutive days out of a thirty (30) day period unless (i) equipped with septic tank, or other sewage disposal system, meeting all applicable laws, rules, standards and specifications, and (ii) be served with water and electricity. The maximum time a camper or recreational vehicle can be kept on the property is thirty (30) days unless parked in a garage or hidden from view from any public road.

(C) No building of any kind shall be located on any tract nearer than fifty (50) feet to any side property line. No homes shall be located on any tract nearer than one hundred (100) feet to any public road and no nearer than fifty (50) feet to the rear property line; provided, however, as to any tract, Architectural Control Committee's may waive or alter any such setback line if, the Architectural Control Committee in the exercise of the Architectural Control Committee sole discretion, such waiver or alteration is necessary to permit effective utilization of a tract. Any such waiver or alteration must be in writing and recorded in the Deed Records of Denton County, Texas. All dwellings placed on Subject Property must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity.

(D) Septic tanks will be permitted on the property, but their constructions and location shall comply with all existing state, county or other laws relating thereto. In any event, however, no septic tank shall be constructed and maintained closer than fifty (50) feet from any dedicated road way. No septic tank may be shared with any other property owners. No more than two (2) septic tanks may be constructed and maintained on the property unless the owner secures a certificate from a registered professional civil engineer that the construction, location and maintenance of more than two (2) septic tanks will not pose any pollution, danger, or nuisance to adjoining property owners. There shall be no outside toilet built or used on the premises.

(E) Horses may be kept on Subject Property, only if the tract is fenced, and property shall be limited to one (1) horse, or other large animal unit per acre. No hogs or pigs may be kept on the premises. No poultry shall be kept or raised on Subject Property except for personal use of the owner. There shall be no more than four (4) adult dogs per household. All pets shall be confined to owner's property and shall not be allowed to roam. No animal that creates a nuisance may be kept on Subject Property. No Rhea, Ostrich, or Emu may be bred, housed, or kept on Subject Property.

(F) Hunting will not be allowed at MOUNTAIN VIEW RANCH.

(i) Solar collectors shall be screened from public view.

(ii) Television and satellite dishes shall be hidden from view from any public road. No amateur radio antennas or other antennae may protrude higher than the highest point of the normal roof line of the building to which said antenna is mounted, nor shall such antennae protrude higher than any other structure on Subject Property.

(iii) Mailboxes shall be placed in accordance with U. S. Post Office regulations at the public road curbside in front of the main dwelling.

(iv) No doghouses or dog runs shall be built closer than seventy-five (75) feet to any adjacent property line and shall be hidden from view from any public roadway.

(v) Exterior painting shall conform to acceptable standards and not be excessive in luminance or hue. No painted signage is allowed on any building. All exposed wood on any building shall be painted and all painted areas shall not be allowed to show signs of weathering or aging.

(vi) No high intensity mercury vapor lighting fixtures or sodium vapor or similar metal halide high intensity lighting fixtures are allowed unless the bulb is hidden from direct view from any point outside the Subject Property. All lighting shall be confined to Subject Property only

and shall not be visible from adjacent properties. All arena and recreational lighting shall be confined to Subject Property only and shall not be a nuisance to adjoining property.

(vii) Boats, tractors, trailers and other equipment shall be stored out of view from any public road.

(viii) The Architectural Control Committee shall be consulted before the removal of any trees. Permission must be obtained from the Architectural Control Committee before removing any living trees with trunk caliper over six (6) inches.

(ix) No automobiles may be parked on any grassy area or non designated parking area for a period to exceed twenty four (24) hours in any forty eight (48) hour period. No vehicles may be displayed for sale on Subject Property.

(x) Each homeowner is responsible for the maintenance of the drainage easement running along and abutting the public roadside adjacent to Subject Property. The owners of Lot 1 and Lot 30 are also responsible for mowing the area around the Mountain View Ranch signage and area between Subject Properties and New Hope Road

(G) The Term "tract" as used herein shall mean a tract as shown on the plat. Any such tract may be re-subdivided after January 1, 2040, provided such re-subdivision conforms to State and County laws. The term "tract" shall mean any tracts resulting from any such re-subdivision. Nothing herein shall be construed to affect the duration of these restrictions. Each individual tract shall be subject to these restrictions.

(H) No inoperable vehicles or machinery, or vehicles or machinery on blocks shall be left on any tract for more than ten (10) consecutive days. No machine parts or household appliances or any other such material may be kept on any tract in an exposed manner or other unsightly items incompatible with residential, farming, or ranching usage. All materials must be kept in an enclosed workshop, storage building, or garage.

(I) All driveways off public roads to a tract shall be constructed and installed so as not to obstruct drainage or flow of water. If necessary, the owner of the tract being served by the driveway will install appropriate culverts or drainage pipe under the driveway.

(J) Dams may be built on creeks or natural waterways only if:

- (1) Written permission is obtained from the Owner of the land adjacent to such waterways on both sides;
- (2) Such dam will not be built so as to back water up or inundate the land of another owner, unless a written easement is obtained from such other owner;
- (3) Maintenance of existing dams will be the responsibility of the property owners on which the dams are located;
- (4) Such dam will not cause the flooding of any roadway; and
- (5) Any necessary governmental permits are obtained.

(K) No junk yard, pipe yard, wrecking yard or other similar business activity shall be allowed on the property. No service vehicles, vehicles with commercial signage, construction type vehicles, or machinery may be stored in any manner on any property. No large semi trailer trucks, in whole or in part, may be parked or stored on any property for a period that exceeds a total of 24 hours in any 30 day period. Trailers must be stored out of public view. Trucks with a Gross Vehicle Weight over 6,000 pounds shall not be allowed in Mountain View Ranch. Exemptions to this restriction are: recreational vehicles belonging to Mountain View Ranch owners or guests; construction vehicles while under contract to construct structures or landscaping, providing that such contract be valid and limited to six (6) months in duration.

(L) No noxious or offensive activities shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No activities shall be undertaken or allowed to exist that, in the judgment of the Board of Directors of the Mountain View Ranch Property Owners Association, may reduce or cause the reduction of property values in the Mountain View Ranch development.

(M) No tract shall be used or maintained as dumping ground for rubbish, trash, garbage, or other waste and the same shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Any containers or materials placed at curbside for removal by sanitation workers may be allowed to remain at curbside, empty or containing rubbish, for a period not to exceed 48 hours in any 5 day period.

(N) Only one "For Sale" sign may be placed on a lot. Said sign must be of professional design and appearance and may not exceed 18" X 24" in size. The sign must be placed on a wood or metal stake. Garage sale signs may be posted for a period not exceed 72 hours in any 6 month period and removed by the person(s) originally posting such signs..

(O) Architectural Control Committee shall have the right to negotiate necessary utility easements for the benefit of the property and said utility easements may be placed where possible so as not to detract from the premises. Any signs displayed on the property shall be approved by the Architectural Control Committee. All electrical utilities run on Subject Property shall be buried underground. This includes service from the main Denton County Electrical Cooperative (CoServ) lines that surround the Mountain View Ranch development perimeter to any structure and service between structures and any electrical service run on Subject Property. No telephone poles shall be erected within the perimeter of Mountain View Ranch by any property owner or utility without the consent of the Architectural Control Committee..

(P) These covenants are to run with the land, however, the Architectural Control Committee may grant a variance if, the Architectural Control Committee determines that such variance is necessary to permit effective utilization of a tract, and shall be binding upon the property unless a vote of sixty six and two thirds percent (66 2/3%) of the owners of the property so restricted agree to change the covenants or restrictions in whole or in part, or to grant a variance, which must be done in writing and filed of record in Denton County Deed Records.

(Q) A violation or breach of any condition, restriction or covenant contained herein shall give the Property Association or the owner of any tract or parcel within the Subject Property the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and /or to prevent the violation or breach of any of them.

(R) Invalidation of any one of these covenants by judgment or court order shall in nowise affect any other of the other provisions, which shall remain in full force and effect.

(S) Architectural Control Committee. All architecture, plans, and buildings in the Subdivision shall comply with all applicable laws and building codes as well as with general and special restrictions herein, and any variances therefrom shall be subject to the approval of the Architectural Committee. All dwellings, detached garages, workshops, barns and outbuildings must have architectural plans drawn and be submitted before construction begins to the Mountain View Ranch Property Owners Association's Architectural Control Committee. The Architectural Control Committee shall have the authority to review and approve all building plans and shall have the sole and final discretion to determine compliance with the Mountain View Ranch Deed Restrictions and Bylaws.

The Architectural Control Committee shall have the sole discretion to approve or disapprove plans based on architectural design, configuration, proposed usage or proposed materials. Any design that is not approved may not be built in the Mountain View Ranch development. Any plans that are not approved may be appealed and submitted to the entire Mountain View Ranch Property Owners Association. A vote of sixty-six and two thirds (66 2/3) majority of property owners is necessary to overrule the Architectural Control Committee's decision. The original Architectural Committee will consist of three nominees of PROPERTIES OF THE SOUTHWEST.

The Architectural Committee retains the right in furtherance of a uniform plan for the development of the Subdivision as a residential Subdivision, but subject to the limitations

hereinafter recited, to grant variances from the herein recited restrictive covenants and use limitations on the Subdivision, provided that a majority of the Architectural Committee, in the exercise of their best judgment and discretion, are of the opinion that any such variances would be in furtherance of the uniform plan for the development of the Subdivision. The Architectural Committee shall also perform all of the other duties and obligations imposed upon them under the provisions hereof. Any vacancies in the Architectural Committee by death, resignation, or otherwise will be filled by majority vote of the remaining members of the Architectural Committee by recordable instrument filed in the Official Public Records of Denton County, Texas. The sale of all of his or her property in the Subdivision by any member of the Architectural Committee shall be construed as the resignation of such member from the Architectural Committee. Each husband and wife shall be considered one (1) owner and there will be one (1), and only one (1), vote for each lot in the Subdivision. The Owner of each lot shall be entitled to cast as many votes as there are positions to be filled, but may only cast one (1) vote for each candidate seeking election to the Architectural Committee, the three (3) candidates receiving the greatest number of votes shall then constitute the Architectural Committee with all powers, duties and privileges heretofore or hereinafter conferred upon such Committee.

The Architectural Committee may by letter delivered to the party involved grant variances from any one or more of the above recited limitations and restrictions insofar, and only insofar, as they pertain to individual lots in the Subdivision. Any variances from such limitations and restrictions made or granted by the Architectural Committee pertaining to all of the lots in the Subdivision, except for variances as to paragraph 1, Item "S", Page 3, may only be made by appropriate written instrument filed in the Official Public Records of Denton County, Texas. Notwithstanding the foregoing, the Architectural Control Committee shall have no power or authority to grant variances to such limitations and restrictions if such variance would permit the use of any lot in the Subdivision for commercial purposes.

(T) Homeowners Association / Assessments. The term Homeowners Association shall mean and refer to the Mountain View Ranch Property Owners Association. For purposes of this Homeowners Association, an "owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot in the Subdivision, including Buyers under Contracts of Sale and Purchase with the Veterans Land Board of the State of Texas, but excluding the State of Texas, Declarant and those having such interest merely as a security for the performance of an obligation. Any owner owning more than one lot in the Subdivision shall have one (1) vote for each lot owned. The power to alter, amend, or repeal the by-laws and institute and enforce a set of architectural guidelines shall be vested in the board of directors of the Homeowners Association, subject to repeal or change by the majority of such owners. Each such owner is obligated to pay to the Homeowners Association any assessments which the Homeowners Association deems necessary. If any such owner owns more than one lot in the Subdivision, such owner shall pay twice the assessment of one (1) lot, no matter how many lots are owned. Such assessments will be secured by a continuing lien upon the property against which such assessment may be made. Any assessments which are not paid when due shall be delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum or such higher rate as may lawfully be set by the Homeowners Association who may bring an action at law against the owner obligated to pay the same and/or bring an action for foreclosure of the lien against the property and interest of the responsible owner, such action to also include costs and reasonable attorney's fees of any such action. No owner shall otherwise escape personal liability for any assessment by any transfer of the lot or lots owned at the time such assessment was levied or by abandonment of his lot. Said lien shall be junior and subordinate to any lien which may be placed on any lot or any portion of any lot as security for any interim construction loan and/or any permanent loan for financing improvements on said lots, and /or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed.

The Homeowners Association shall become be responsible for all proprietary functions theretofore having been the sole responsibility of Declarant, including but not limited to any state or county laws, ordinances, and/or regulations.

This document is adopted by the members of the Mountain View Ranch Property Owners Association, February 28, 1997.

DATED this 4TH day of February, 1998

Signed,

Mark Underkofler

Mark Underkofler, President
Mountain View Ranch Property Owners Association

THE STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged before me on this 4TH day of February, 1998, by Mark Underkofler, President of Mountain View Ranch Property Owners Association.



Amy Byrne Phillips
Notary Public, State of Texas

Amy Byrne Phillips
Print Name of Notary Public Here

My commission expires the 7TH day of February, 2002

Return To.

MARK UNDERKOFER
MOUNTAIN VIEW RANCH POA
P.O. BOX 56
AUBREY, TX 76227

Filed for Record in:
DENTON COUNTY, TX
HONORABLE TIM HODGES/COUNTY
CLERK

On Feb 05 1998
At 9:43am

Doc/Num : 98-00008839
Doc/Type : AMD
Recording : 15.00
Doc/Amnt : 6.00
Receipt #: 4100
Deputy BRANDIE

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2009 00059346

Instrument Number: 2009-59346

As

Recorded On: May 18, 2009

Misc General Fee Doc

Parties: MOUNTAIN VIEW RANCH PROPERTY OWNERS ASSOC

Billable Pages: 8

To

Number of Pages: 8

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Misc General Fee Doc	39.00
Total Recording:	39.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2009-59346
Receipt Number: 584496
Recorded Date/Time: May 18, 2009 01:13:17P

Record and Return To:

MOUNTAIN VIEW PROPERTY OWNERS ASSOCIATION
PO BOX 56
AUBREY TX 76227

User / Station: D Fahrney - Cash Station 3



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C. Mitchell

County Clerk
Denton County, Texas

- d. Date of the verification observation and name of the person making such observation.

3. Informal Resolution of Violation. As soon as practicable after the written field observation report is prepared, the Board or its delegate shall contact the Owner of the Lot in question to notify him/her of the Violation, explain the Violation and applicable provisions of the Restrictions and this Enforcement Policy, and/or afford Owner an opportunity to remedy or remove the Violation within a reasonable period of time to be specified by the contacting Board or its delegate.

4. Notice of Violation. If the Owner of the Lot in question fails to properly remedy or remove the Violation within said period, the Association shall prepare and forward to the Owner of the Lot in question written notice of the Violation (the "Notice of Violation" and/or "Notice") by first class mail or personal delivery and by certified mail, return receipt requested. A Notice need not be sent if the alleged violator has previously received a Notice relating to a similar Violation within six (6) months of the occurrence of the current Violation and was given a reasonable opportunity to cure the Violation. If the alleged violator was given notice and an opportunity to cure the similar Violation within the previous six (6) months, the Board may impose sanctions as authorized by the Restrictions, Bylaws, and/or this Enforcement Policy without notice to the Owner other than the Final Notice of Violation described in Paragraph 5 below. The Notice of Violation shall state the following:

- a. The nature, description and location of the Violation, including any property damage caused by the Owner;
- b. The authority for establishing the Violation, including the authority for recovering property damages caused by the Owner;
- c. The proposed sanction to be imposed, including the amount of any fine or the amount claimed to be due from the owner for property damage;
- d. If the Violation is corrected or eliminated within a reasonable time after the Owner's receipt of the Notice, that a fine will not be assessed and that no further action will be taken;
- e. The recipient may, on or before thirty (30) days from the receipt of the Notice, deliver to the Association a written request for a hearing; and
- f. If the Violation is not corrected or eliminated within the time period specified in the Notice, or if a written request for a hearing is not submitted on or before thirty (30) days from the receipt of the Notice, that the sanctions delineated in the Notice may be imposed and that any attorney's fees and costs will be charged to the Owner.

5. Final Notice of Violation. The Association shall prepare and forward to Owner by first class mail and by certified mail, return receipt requested, a formal written notice of the Violation and the sanction to be imposed, including the amount of any fine or the estimated amount of any property damage, if known, (the "Final Notice of Violation" and/or "Final Notice") under any of the following situations:

- a. Where, within the time period specified in the Notice, the Violation has not been corrected or eliminated;
- b. Where, within thirty (30) days from the date of receipt by the Owner of the Notice, the Association has not received a written request for a hearing; or
- c. Where, the Owner was previously notified of, and was given a reasonable opportunity to cure, a similar Violation within the preceding six (6) months.

6. Request for a Hearing. If the Owner challenges the proposed action by timely requesting a hearing, the hearing shall be held in executive session of the Board affording the alleged violator a reasonable opportunity to be heard. Such hearing shall be held no later than the thirtieth (30th) day after the date the Board receives Owner's request for a hearing. Prior to the effectiveness of any sanction hereunder, proof of proper notice of the hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, agent or delegate who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The notice of the hearing shall be sent no later than the tenth (10th) day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board. The Board shall notify the Owner in writing of its action within ten (10) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Owner.

7. Correction of Violation. Where the Owner corrects or eliminates the Violation(s) prior to the imposition of any sanction, no further action will be taken (except for collection of any monies for which the Lot Owner may become liable under this Enforcement Policy and/or the Restrictions). Written notice of correction or elimination of the Violation may be obtained from the Board upon request for such notice by the Owner and upon payment of a fee for same, the amount of which is set by the Board.

8. Corrective Action. Notwithstanding any other provision contained herein to the contrary, where a Violation is determined or deemed determined to exist, the Board may undertake to cause the Violation to be corrected, removed, or otherwise abated if the Board, in its reasonable judgment, determines the Violation may be readily corrected, removed, or abated without undue expense and without breach of the peace. Where the Board decides to initiate any such action, the following will apply:

- a. Prior to undertaking any such action, the Board must provide written notice to the Owner and any third party that is known by the Association to be directly affected by the proposed action;
- b. Costs incurred in correcting or eliminating the Violation will be referred to the Association to be recovered from the Owner; and

- c. The Association, and its agents and contractors, will not be liable to the Owner or any third party for trespass or any damages or costs alleged to arise by virtue of action taken under this Paragraph 8.

9. Referral to Legal Counsel. Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation, damages for property damage, payment of fines levied pursuant to this Policy and/or the Restrictions, and recovery of attorney's fees, court costs, and interest as allowed by law. All costs incurred by the Association in enforcing the Restrictions and administering this Enforcement Policy shall become the personal obligation of the Owner.

10. Fines. Subject to the provisions of this Enforcement Policy and/or the Restrictions, the imposition of fines will be on the following basis:

- a. The Board shall have final discretion in determining the appropriate fine for all Violations, and fines shall be assessed, if at all, in an amount and frequency that the Board deems reasonable to the nature of the Violation, as set forth in the Schedule of Fines for Mountain View Ranch attached hereto as Exhibit A, which the Board may at its sole discretion amend and/or supplement from time to time, and which may include a progression of fines for repeat offenders;
- b. Imposition of fines will be in addition to and not exclusive of any other rights, remedies and recoveries of the Association as created by the Restrictions or this Enforcement Policy;
- c. Fines are imposed against Lots and become the personal obligation of the Owners of such Lots. Upon presentation of outstanding fines to the Board for action, the same will be levied against the respective Lots and their Owners as a special assessment pursuant to Article VI of the Restrictions and shall include any administrative charges/fees, reasonable attorney's fees, costs, and pre-judgment interest at the rate of eighteen percent (18%) per annum.

11. Notices. Unless otherwise provided in this Enforcement Policy, all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by Certified Mail, Return Receipt Requested, and First Class U.S. Mail, to the Owner at the address which the Owner has designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Lot of the Owner as stated in the Mountain View Ranch Property Owners Association Directory or as specified by the Denton Central Appraisal District.

- a. Where the notice is directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person

accepting delivery thereof at the address of the recipient as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence;

- b. Where the notice is placed into the care and custody of the United States Postal Service, certified, return receipt requested, notice shall be deemed to have been provided as of the third (3rd) calendar day following the date of the certified mail receipt bearing postage prepaid and the appropriate name and address as required herein;
- c. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday, or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday, nor United States Postal Service holiday;
- d. Where the Board has actual knowledge that such situation exists, any action to be taken pursuant to this Enforcement Policy which would directly affect the property of a third party or would be the responsibility of a party other than the Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Restrictions;
- e. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot has been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent; and
- f. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such transferring Owner shall remain personally liable for all costs and fines under this Enforcement Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs and fines under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

12. Cure of Violation During Enforcement. An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by written report to the Board and sent, where appropriate, to the Board that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist. The Owner will remain liable for all costs and fines under this Enforcement Policy, which costs and fines, if not paid upon demand therefor, will be referred to the Board for collection.

13. Definitions. The definitions contained in the Restrictions and Bylaws of the Mountain View Ranch Bylaws (the "Bylaws") are hereby incorporated herein by reference.

14. Waiver. Failure by the Association to enforce the provisions of this Enforcement Policy shall in no event be deemed a waiver of the right to do so thereafter.

15. Amendment, Supplement, and Termination; Severability. This Enforcement Policy shall remain effective unless and until amended, supplemented, or terminated by the Board in writing, and such amendment, supplement, or termination is recorded in the Real Property Records of Denton County, Texas. Invalidation of any of the provisions contained herein by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

IT IS FURTHER RESOLVED that this Covenant Enforcement and Fining Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended in accordance herewith.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on this 3 day of May, 2009, and has not been modified, rescinded or revoked.

EXECUTED on this 18 day of May, 2009.

MOUNTAIN VIEW RANCH
PROPERTY OWNERS ASSOCIATION

By: Moses Kovalchuk
Mountain View Ranch
Property Owners Association

Printed Name: Moses Kovalchuk

Moses Kovalchuk came before me

and signed this document

on this 18 of May 2009

Eric Dailey
Notary Public

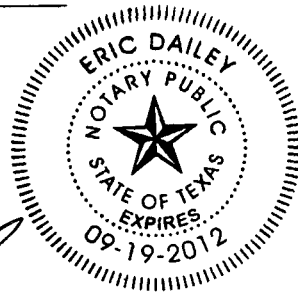


Exhibit A
SCHEDULE OF FINES
Mountain View Ranch Property Owners Association

Article III – Improvement and Use Restrictions

A Violation for failure to comply with Article III of the Restrictions relating to Improvement and Use Restrictions shall be subject to a fine not to exceed \$50.00 (Fifty and No/100 Dollars) per calendar quarter per violation.

Section 3.13 – Lot Maintenance

A Violation for failure to comply with Section 3.13 of the Restrictions relating to Lot Maintenance shall be subject to a fine not to exceed \$25.00 (Twenty-Five and No/100 Dollars) per month per violation.

Section 4.05 – Submission of Plans and Specifications

A Violation for failure to comply with Section 4.05 of the Restrictions relating to submission and approval of plans and specifications for installation, construction, renovation, repair, and/or removal of improvements shall be subject to a fine not to exceed \$500.00 (Five Hundred and No/100 Dollars) per calendar quarter per violation.