

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

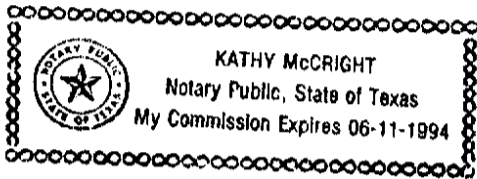
Vice-President

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 : 98-0008839
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 00059139

Instrument Number: 2009-59139

Recorded On: May 18, 2009

As
Restrictions

Parties: MOUNTAIN VIEW RANCH

Billable Pages: 23

To

Number of Pages: 23

Comment:

(Parties listed above are for Clerks reference only)

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

Restrictions	99.00
Total Recording:	99.00

***** 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: 2009-59139
Receipt Number: 584337
Recorded Date/Time: May 18, 2009 10:34:14A

Record and Return To:

MOUNTAIN VIEW PROPERTY OWNERS ASSN
P.O. BOX 56
AUBREY TX 76227

User / Station: J Morris - Cash Station 1



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.

Cynthia Mitchell

County Clerk
Denton County, Texas

Mountain View Property Owners Assoc
PO Box 56
Aubrey TX 76227

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DENTON §

**SECOND AMENDED AND RESTATED
DEED RESTRICTIONS
For
MOUNTAIN VIEW RANCH**

THIS SECOND AMENDED AND RESTATED DEED RESTRICTIONS FOR MOUNTAIN VIEW RANCH PROPERTY OWNERS ASSOCIATION is made on the date hereinafter set forth by the Mountain View Ranch Property Owners Association, a Texas Non-Profit Corporation (hereinafter the "Association").

WITNESSETH:

WHEREAS, Mountain View Ranch Property Owners Association, a Texas Non-Profit Corporation, consists 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, a legal description of which is attached hereto as Exhibit A (hereinafter the "Association"); and

WHEREAS, the Association, on behalf of itself and its successors and assigns, being an association of the owners thereof covering all such tracts or parcels thereof, executed those Deed Restrictions for Mountain View Ranch, Document No. 14135 recorded at Cabinet I, Page 212, of the Denton County Property Records, and the First Amended and Restated Deed Restriction for Mountain View Ranch, Document No. 8839 recorded at Volume 4024, Page 162 of the Denton County Property Records;

WHEREAS, the Association, in order to preserve and enhance the attractiveness, desirability, and value of Mountain View Ranch, now makes this Second Amended and Restated Deed Restrictions for Mountain View Ranch Property Owners Association (hereinafter the "Restrictions"), as approved in writing by "sixty-six and two thirds percent (66^{2/3}%) of the owners of the property so restricted" and evidenced by the attached Exhibit B, hereby amending and restating the Deed Restrictions for Mountain View Ranch and the First Amended and Restated Deed Restriction for Mountain View Ranch, as identified hereinabove,

NOW, THEREFORE, the Association hereby makes these Restrictions with it being expressly here provided that all such tracts or parcels within Mountain View Ranch shall be owned, held, leased, sold, occupied and conveyed subject to the covenants, conditions, restrictions, easements, liens, and charges hereinafter set forth, which shall run with the land and be binding on all parties having any right, title or interest therein or in any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

- 1.01. **"Association"** shall mean and refer to Mountain View Ranch Property Owners Association, and its Members, representatives, successors, and assigns.
- 1.02. **"Board" and/or "Board of Directors"** shall mean and refer to the Board of Directors of the Association.
- 1.03. **"Committee"** shall mean and refer to the Architectural Control Committee described in Section 4.01 hereof.
- 1.04. **"Dwelling" and/or "Residence"** shall mean and refer to any residential unit, situated upon any Lot, including the parking garage utilized in connection therewith and the Lot upon which the Dwelling or Residence is located.
- 1.05. **"Enforcement Policy"** shall mean and refer to the Covenant Enforcement and Fining Policy for Mountain View Ranch, and any amendments, annexations and supplements thereof made in accordance with its terms, duly executed and recorded in the Real Property Records of Denton County, Texas.
- 1.06. **"Entrance"** shall mean and refer to the walls, signage, and landscaping about the entrance to the Property at the intersection of New Hope Road and Mountain View Road.
- 1.07. **"FHA"** shall mean and refer to the Federal Housing Authority.
- 1.08. **"General Fund"** shall mean and refer to the fund described in Section 6.02.
- 1.09. **"Lienholder" or "Mortgagee"** shall mean and refer the holder of a mortgage lien, either on any Dwelling and/or any Lot.
- 1.10. **"Lot"** shall mean and refer to any plot of land indicated upon any recorded subdivision map of the Property or any part thereof creating single-family homesites, with the exception of the Entrance and areas deeded to a governmental authority or utility, together with all improvements thereon.
- 1.11. **"Member"** shall mean and refer to every person or entity who currently holds membership in the Association. Each Owner shall be a Member in the Association.
- 1.12. **"Owner"** shall mean and refer to the current record owner, whether one (1) or more persons or entities (including contract sellers), of the fee simple title to any Lot on which there is or may be built a single-family residence, but not including those having an interest merely as security for the performance of an obligation. However, the term "Owner" shall include any lienholder or mortgagee who acquires fee simple title to any Lot which is part of the Property, through deed in lieu of foreclosure or through judicial or nonjudicial foreclosure.

1.13. **“Property”, “Premises”, and/or “Development”** shall mean and refer to the real property described in Exhibit A and commonly known as Mountain View Ranch and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to these Restrictions.

1.14. **“Public Road”** shall mean and refer to New Hope Road, Mountain View Road, Northview Court, and any other road that has been dedicated to public use and to which Owners have access for purposes of vehicular and/or pedestrian ingress and egress to and from their Lot(s) and the Property.

1.15. **“Restrictions”** shall mean and refer to this Second Amended and Restated Deed Restrictions of Mountain View Ranch, and any amendments, annexations and supplements thereof made in accordance with its terms, duly executed and recorded in the Real Property Records of Denton County, Texas.

ARTICLE II PROPERTIES SUBJECT TO THIS DECLARATION

2.01. Existing Property. The Property which is, and shall be held, transferred, sold, conveyed, and occupied subject to these Restrictions is more particularly described in Exhibit A attached hereto and incorporated herein by reference for all purposes.

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

(A) The Association may add or annex additional real property to the scheme of these Restrictions by filing of record an amendment and/or supplement which shall expressly extend the scheme of these Restrictions to such property; provided, however, that such amendment and/or supplement may contain such complementary additions and modifications of these Restrictions contained in these Restrictions as may be necessary to reflect the different character, if any, of the added properties and as are not materially inconsistent with these Restrictions in a manner which adversely affects the purpose and intent of these Restrictions.

(B) In the event any person or entity other than the Association desires to add or annex additional residential areas or other properties to the scheme of these Restrictions, such proposed annexation must have prior written consent and approval of sixty-six and two thirds percent ($66\frac{2}{3}\%$) of the Members.

(C) Any additions made pursuant to Subsections 2.02(A) and 2.02(B) of this Section 2.02. when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

(D) The Association, with prior written consent and approval of sixty-six and two thirds percent ($66\frac{2}{3}\%$) of the Members, shall have the right and option to cause the Association to merge or consolidate with any similar association then having the jurisdiction over real property located (in whole or in part) within one-half (1/2) mile of

any real property then subject to the Association's jurisdiction. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law be transferred to another surviving or consolidated association or, alternately, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by these Restrictions with the Property together with the covenants and restrictions established upon any other properties as one scheme.

ARTICLE III
IMPROVEMENT AND USE RESTRICTIONS

3.01. Single-Family Residential Use. Each Dwelling shall be used and occupied for single-family residential purposes only. No Owner or other occupant shall use or occupy a Dwelling, or permit the same or any part thereof to be used or occupied for any purpose other than as a single family residence for the Owner, Owner's family, Owner's tenant and their families, and/or their domestic servants employed on the premises. No commercial enterprise of any kind or character shall be carried on upon any part of such property, including but not limited to retail or wholesale sales, the buying and selling of goods, the providing of services, 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 as defined herein this Article III, except that the following shall be permitted: an Owner's simple home office that does not generate an appreciable increase in traffic or cause a nuisance to adjacent Lots, or to the Owners or residents of the Dwellings thereupon; an Owner's sale of hay or seed products grown on the Owner's Lot(s); or an Owner's sale of horses or cattle raised on the Owner's Lot(s). Any alteration of the Dwelling and/or Lot must conform to local, state, and federal ordinances, codes, statutes, regulations, and comply with all applicable permitting requirements.

3.02. Re-subdivision of Lots. No Lot shall be re-subdivided prior to January 1, 2040. Thereafter, any such re-subdivision shall conform to all applicable State and County laws, and all tracts existing after such re-subdivision shall be subject to these Restrictions. Nothing herein shall be construed to affect the duration of these Restrictions.

3.03. Improvements.

(A) No building, structure, or improvement shall be erected, altered, placed or permitted to remain on any tract other than one Dwelling unit per each Lot, 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 Committee.

(B) Detached garages, work shops, and barns may be constructed upon a Lot prior to or after the main dwelling being built, so long as they are of good construction, kept in good repair, and not used for residential purposes.

(C) All Dwellings, detached garages, workshops, and barns must be approved in writing by the Committee prior to being erected, altered or placed on a Lot. Plans for all proposed structures must be submitted to the Committee before any construction begins and in conformity with Article IV of these Restrictions.

(D) All dwellings must have at least 2400 square feet of living area, excluding porches, and be built with new construction materials.

(E) No home may be moved onto any Lot without the express written consent of the Committee.

(F) All road front fencing must be white pipe and cable.

(G) 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 two (2) outbuildings/structures per Lot, other than the main Dwelling. Compatible is defined as the use of similar materials, identical color schemes, and reasonable scale.

(H) For any Dwelling, 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 under-roof space, air-conditioned or non air-conditioned, including, but not limited to: porches, garages, shops, barns and storage sheds. Loafing or run-in sheds are specifically excluded from this calculation.

(I) Improvements, buildings, and structures of a commercial or industrial nature are prohibited.

(J) Exterior painting shall conform to acceptable standards and not be excessive in luminance or hue.

(K) No painted signage is allowed on any improvement, building, or structure.

(L) All exposed wood on any improvement, building, or structure shall be painted or stained, and all painted or stained areas shall not be allowed to show signs of weathering or aging.

3.05. Setbacks. No improvement, building, or structure of any kind shall be located on any Lot nearer than fifty (50) feet to any side property line. No homes shall be located on any Lot 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 Lot, the Committee may waive or alter any such setback lines if the Committee, in the exercise of its sole discretion, deems such waiver or alteration necessary to permit effective utilization of a Lot. Any such waiver or alteration must be in writing and recorded in the Real Property Records of Denton County, Texas. All dwellings placed on a Lot 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.

3.06. Utilities. All electric, cable television, telephone, and other utility lines, shall be installed and maintained below ground. No telephone poles, satellite towers, or other similar structure shall be erected on the Property without the prior written consent of the Committee. Wind turbines and/or windmills shall only be allowed on the Property with prior written consent of the Committee, after consideration of conformity with then-existing improvements and aesthetics, noise, pole height, and other factors.

3.07. Solar Collectors. Solar collectors are permitted but shall be screened from public view.

3.08. Satellite Dishes and Antenna. Satellite dishes, discs, antenna, or other devices for receiving or transmitting sound, video, or other signals shall be hidden from view from any Public Road. No satellite dish, antenna or other device may protrude higher than the highest point of the normal roof line of the building to which said device is mounted, nor shall such device protrude higher than any other improvement, building, or structure on that Lot.

3.09. Septic Tanks. Septic tanks shall be permitted on the Property, and their construction and location shall comply with all existing state, county or other laws relating thereto; provided, however, that no septic tank shall be installed and/or maintained closer than fifty (50) feet from any dedicated roadway. No septic tank may be shared with any other Owner. No more than two (2) septic tanks may be installed and maintained on any Lot unless the Owner of said Lot secures a certificate from a registered professional civil engineer that the installation, location and maintenance of more than two (2) septic tanks will not pose any risk of pollution, nuisance, or danger to adjoining Lots or Owners. There shall be no outhouses or outdoor toilets installed, used, or maintained on the Property.

3.10. Driveways. All driveways off any Public Road to a Lot shall be constructed and installed so as not to obstruct drainage or flow of water. If deemed necessary by the Committee or Board, the Owner of the Lot being served by the driveway shall install appropriate culverts or drainage pipe under the driveway at his/her expense. Driveways affecting flood plain areas shall be permitted by the Army Corps of Engineers.

3.11. Mailboxes. Mailboxes shall be placed in accordance with U.S. Post Office regulations at the Public Road curbside in front of the main Dwelling.

3.12. Doghouses and Dogruns. 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 Road.

3.13. Lot Maintenance.

(A) Each Owner shall be responsible for maintaining his/her Lot, including but not limited to the maintenance of landscaping, fencing, mailboxes, driveways, and other improvements.

(B) Each Owner shall keep his/her entire Lot free of debris and regularly mowed and weeded; unless Owner is haying their Lot, in which case Owner shall keep free of debris and regularly mowed and weeded the area extending thirty (30) foot from the center of any Public Road onto Owner's Lot.

(C) Regular mowing and weeding, as used herein this Section 3.13 provides that grass and weeds shall at no time exceed ten inches (10") in height.

(D) Trees and shrubbery shall be regularly pruned, and broken and/or fallen limbs, branches, and/or trees in view from any Public Road shall be cleared within forty-eight (48) hours of the damage causing such break and/or fall.

(E) The Owners of Lot 1 and Lot 30 are jointly and severally responsible for mowing, weeding, and keeping free of debris the area around the Mountain View Ranch signage and area between their respective Lots and New Hope Road.

(F) The Owners of Lot 6, Lot 21, and Lot 24 are jointly and severally responsible for mowing, weeding, and keeping free of debris the area around the culverts located at Mountain View Road and Northview Court.

(G) The Owners of Lots 10 and Lot 15 are jointly and severally responsible for mowing, weeding, and keeping free of debris the area around the culverts located at Northview Court.

3.14. Quiet Enjoyment; Nuisances. No noxious or offensive activity shall be carried on about the Property, nor shall anything be done which may be or may become, by the Board's exclusive discretion, a nuisance or annoyance to the Property or the Owners of Lots thereabout, including but not limited to any activity that is dangerous to human life or health, that renders hazardous the ground, water, air, or food, that causes injury to human life or health, that offends reasonable senses, that detrimentally threatens the public health, or that negatively affects the attractiveness, desirability, and value of the Property.

3.15. Uses Specifically Prohibited.

(A) There shall be no hunting on or about the Property.

(B) No horses or other large animals exceeding 100 pounds shall be permitted on any Lot, unless the Lot is fenced and there is no more than one (1) horse or other large animal exceeding 100 pounds per acre. No hogs or pigs may be kept or raised on any Lot. No poultry shall be kept or raised on any Lot except for personal use of an Owner. There shall be no more than four (4) adult dogs and/or cats per Lot. All pets shall be confined to Owner's Lot and shall not be allowed to roam. No animal that creates a nuisance may be kept on any Lot. No Rhea, Ostrich, or Emu may be bred, housed, or kept on any Lot.

(C) No camper, trailer, or recreational vehicle may remain upon the Property for more than fourteen (14) consecutive days out of a thirty (30) day period unless said camper, trailer, or recreational vehicle is (i) equipped with septic tank, or other sewage disposal system, meeting all applicable laws, rules, standards and specifications, and (ii) served with water and electricity, but no camper, trailer, or recreational vehicle may be used as a Dwelling or remain in use upon any Lot for more than thirty (30) days in one (1) calendar year. No camper, trailer, or recreational vehicle may remain upon the Property for more than thirty (30) days in one (1) calendar year, unless said camper, trailer, or recreational

vehicle is not being used and is owned and being stored by an Owner upon his/her Lot. All campers, trailers, and recreational vehicles must at all times be parked and stored out of the view from any Public Road.

(D) Boats, tractors, trailers and other equipment shall be stored out of view from any Public Road.

(E) No arena or recreational lighting, whether by high intensity mercury vapor lighting fixtures, sodium vapor, metal halide high intensity lighting fixtures, or other device, shall be permitted about any Lot unless the fixture is hidden from direct view from any point outside the Lot, all lighting emitted from such device is confined to the Lot from which it is emitted and not visible from any point outside the Lot, and such lighting does not create or perpetuate a nuisance.

(F) No live tree with trunk caliper exceeding six (6) inches shall be removed without prior written consent of the Committee, except an Owner may remove wild willows from his/her Lot without any such consent.

(G) No automobile shall be parked on any Public Road, off the driveway, or on any grassy or unpaved area about the Property for a period exceeding twenty-four (24) hours in any forty-eight (48) hour period. No vehicle shall be displayed for sale on any Lot.

(H) No service, maintenance, or construction vehicles, vehicles with commercial signage, construction-type vehicles, or vehicle used to transport inflammatory, explosive or noxious cargo may be stored in any manner on any Lot. No semi-trailer trucks, in whole or in part, may be parked or stored on any property for a period that exceeds a total of twenty-four (24) hours in any thirty (30) day period. All trailers must be stored out of view from any Public Road.

(I) Trucks with a Gross Vehicle Weight Rating and/or Gross Vehicle Weight exceeding 10,000 pounds shall not be permitted in the Property at any time or for any purpose, except:

- (1) recreational vehicles belonging to Owners, residents, or their guests in accordance with 3.15(C), above; and
- (2) service, maintenance, or construction vehicles while under contract for installation, construction, maintenance, renovation, or repair of an improvement, building, structure, or landscaping about the Property, providing that such contract be valid and the presence of said vehicles be limited to the duration of the installation, construction, maintenance, renovation, or repair.

(J) No machine parts, household appliances, or any other such items incompatible with residential, farming, or ranching usage shall be kept on any Lot unless stored out of view from any Public Road.

(K) No junk yard, pipe yard, wrecking yard, or other similar business activity shall be permitted on any Lot. No inoperable or junk vehicles or machinery, or vehicles or machinery on blocks, shall be left on the Property for more than ten (10) consecutive days, unless stored out of view from any Public Road.

(L) No Lot 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 trash cans, incinerators, and/or other equipment for the storage and/or disposal of such material shall be kept in a clean and sanitary condition and out of view from any Public Road. 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 forty-eight (48) hours in any five (5) day period.

(M) No sign shall be placed about any Lot without prior written consent of the Committee. No more than one (1) "For Sale" sign shall be placed on any Lot, with said sign of professional design and appearance, of a size not to exceed 18" x 24", and being placed on a wood or metal stake. Garage sale signs may be posted for a period not to exceed seventy-two (72) hours in any six (6) month period and shall be removed by the Owner of the Lot on which such sale was to be held by the conclusion of said seventy-two (72) hour period.

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

- (1) Written permission is obtained from all Owners of the Lots contiguous to and/or adjoining such waterways;
- (2) Said dam will not cause water back-up or pooling, or inundate another Owner's Lot, unless a written easement is obtained for the same from such other Owner;
- (3) Maintenance of existing dams shall be the responsibility of the Owners of the Lots upon which the dams are located;
- (4) Said dam will not cause the flooding of any roadway; and
- (5) Any and all necessary governmental permits, licenses, and approvals are obtained.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

4.01. Appointment; Duties. The Board shall designate and appoint an Architectural Control Committee (the "Committee") composed of three (3) Members, each generally familiar with residential and community development design matters and knowledgeable about the Association's concern for preservation and enhancement of the attractiveness, desirability, and value of the Property. The Committee shall use good faith efforts and reasonable diligence to promote and ensure design standards, quality, harmony and conformity in design standards throughout the Property consistent with these Restrictions. The Committee shall monitor day-to-day compliance with these Restrictions, provide guidance regarding interpretation of these Restrictions; receive, consider, and approve requests for approval by any Owner for improvements to be constructed, maintained or altered on any Lot; and perform all of the other

duties and obligations imposed upon them by these Restrictions. If a member of the Committee should recuse himself/herself from considering and/or determining an issue pertaining to this Article IV and/or these Restrictions, the President of the Association shall serve as the third (3rd) member for consideration and/or determination of that issue.

4.02. Term; Resignation and, Removal. Members of the Committee shall serve one (1) year terms, and there shall be no term limitations. A Committee member may resign at any time by tendering written notice to the Committee no less than thirty (30) days prior to the effective date of said resignation. A Committee member's sale of all of his/her Lot(s) shall be construed as the resignation of such member from the Committee. A Committee member may be removed, for any reason or no reason, by a majority of the Board or written consent of sixty-six and two thirds percent ($66\frac{2}{3}\%$) of the Owners.

4.03. Succession. Any vacancy within the Committee, whether due to resignation, death, removal, or any other reason, shall be filled by appointment of the Board. Any such appointment of a successor Committee member by the Board shall be binding unless overruled by a sixty-six and two thirds percent ($66\frac{2}{3}\%$) written vote of the Owners.

4.04. Authority. No construction, erection, installation, placement, or structural alteration of, or structural addition to, any Dwelling, building, or other structure on any Lot shall commence until all plans and specifications and a site plan have been submitted to and approved in writing by a majority of the Committee, in accordance with Section 4.05 hereof, as to all of the following:

- (A) Quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design and proper facing of main elevation with respect to nearby streets;
- (B) Conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other Lots on the Property; and
- (C) The other standards set forth within these Restrictions (and any amendments and/or supplements hereto) or matters in which the Committee is vested with the authority to render a final interpretation and decision, including, without limitation, the conformance of improvements with the requirements of these Restrictions, the determination of minimum area square footages and setback restrictions applicable to specific Lots, as established or amended by the Committee from time to time, and the grant of variances, waivers, and/or alterations of these Restrictions.

The Committee is authorized and empowered to consider and review any and all aspects of construction which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one (1) or more Lot Owners or the general value of Lots on the Property. In considering the harmony of external design between existing structures and the proposed building being erected, placed or altered, the Committee may consider the general appearance of the proposed building as that can be determined from front, rear and side elevations on the plans that are submitted to the Committee.

4.05. Submission and Approval of Plans and Specifications. No construction, erection, installation, placement, or structural alteration of, or structural addition to, any improvement shall commence prior to submission and approval of final plans and specifications for said installation, construction, renovation, removal, or repair of any improvement about any Lot as set forth herein this Section 4.05. Said final plans and specifications shall be submitted in duplicate by certified mail or by actual delivery to any current member of the Committee at their address as shown in the Mountain View Ranch Property Owners Association Directory. The submitted plans and specifications shall show the nature, kind, shape, height, materials and location of all landscaping and improvements. The documents shall specify any requested variance from the setback lines and any other requirement set forth in these Restrictions. The Committee is authorized to request the submission of, and upon such request the Owner shall provide, samples of proposed construction materials. Upon receipt of plans and specifications from an Owner or his/her designated representative, the Committee shall have thirty (30) days from the date of receipt within which to either approve the submitted plans and specifications or provide to Owner or his/her designated representative a written notice of disapproval explaining the reason(s) therefore, signed by a majority of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for approval. If a majority of the Committee approves the submitted plans and specifications, both sets of submitted plans and specifications shall be marked "APPROVED" and signed by the approving members of the Committee, one complete set of approved plans and specifications will be retained by the Committee, and the other complete set of approved plans and specifications shall be returned to the Owner or his/her designated representative. The Committee's approval or disapproval, as required herein, shall be in writing, and in no event shall the Committee give verbal approval of the plans. If the submitted plans and specifications are not approved as stated herein, or if a signed written notice of disapproval and explanation are not provided within thirty (30) days from the date of submission, the submitted plans and specifications shall be deemed approved.

In case of a dispute about whether the Committee responded within such time period, the submitting Owner or his/her representative shall have the burden of establishing that the Committee received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt or a signed delivery receipt. If any Owner has completed the submission process for seeking approval of plans and specifications from the Committee and such Owner or his/her designated representative disagrees with any disapproval of such plans and specifications by the Committee, such Owner or his/her designated representative may request, by notice in writing to the Board, that the Board reconsider the plans and specifications for approval without requiring any changes requested or required by the Committee. Upon receipt of any such written request for reconsideration by the Board, the Board shall review and consider such plans and specifications in accordance with the terms and conditions of this Article IV, and the decision of a majority of the Board with respect to such plans and specifications shall be binding on the Owner for all purposes hereunder. The decision of the majority of the Board regarding approval or disapproval of such plans shall be in writing and rendered within thirty (30) days after receipt of written notice requesting their reconsideration of such plans. In case of a dispute about whether the Board responded within such time period, the submitting Owner or his/her designated representative shall have the burden of establishing that the Board received the request for reconsideration. The Board's receipt of a request for reconsideration may be established by a signed, certified mail receipt or a signed delivery receipt.

4.06. Standards. The Committee shall have sole discretion with respect to taste, design and all standards that are specified herein, except as otherwise stated in Section 4.05, above. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built on or about the Property. Variations from the standards that are set forth in these Restrictions shall be made in accordance with the general development standards as reflected in the plans, construction materials, landscaping and other matters approved by the Committee during its existence.

4.07. Variances. The Committee may, in the exercise of its exclusive discretion, grant a variance from any these Restrictions to any Lot or Owner if the Committee determines such variance is necessary to permit effective utilization of a Lot and will preserve or enhance the attractiveness, desirability, and value of the Property. Any such variance shall be granted in writing by expressly identifying the affected Lot(s) and/or Owner(s) and the specific provision to be waived and/or modified, signed by a majority of the Committee, and recorded in the Real Property Records of Denton County, Texas. Within ten (10) days of the Committee's grant of a variance, the Committee shall forward to each Owner written notice of any such variance by First Class U.S. Mail or personal delivery to the address set forth in the Mountain View Ranch Property Owners Association Directory or as specified by the Denton Central Appraisal District. It shall be the Owner's responsibility to record the variance in the Real Property Records of Denton County, Texas. Said variance shall be binding upon the Property and Owners and/or inure to the benefit of the affected Lot(s) and/or Owner(s), as expressly identified therein, unless within ten (10) days of the date of the Committee's notice correspondence to the Owners, a writing evidencing sixty-six and two thirds percent (66^{2/3} %) of the Owners consent to overrule said variance is recorded in the Real Property Records of Denton County, Texas. Notwithstanding the foregoing, the Committee shall not have the authority to grant any variance permitting the use of any Lot for commercial purposes or providing for any commercial activity upon any Lot, as expressly prohibited herein Article III of these Restrictions.

4.08. Liability of the Committee. The members of the Committee and/or Board shall have no liability for decisions that are made or actions taken by the Committee and/or Board, so long as such decisions are made and actions taken in good faith and are not arbitrary or capricious and are not the result of intentional misconduct or gross negligence. Any errors in or omissions from the plans and specifications submitted to the Committee and/or Board shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Committee and/or Board shall have no obligation to check for errors in or omissions from any such plans and specifications, or to check for such plans' compliance with the general provisions of these Restrictions, local, state, or federal ordinances, codes, statutes, or regulations, or the common law, whether the same relate to lot lines, building lines, easements, or any other issue. The Committee and/or Board seek to ensure general compliance with these Restrictions. The Committee and/or Board are not acting as engineers, architects, surveyors, or in any other professional capacity, and, to the extent an Owner is required or desires to rely on any such professional advice or determination, said Owner should independently consult his/her engineer, architect, surveyor, or other professional.

4.09. Communication to Board. Within ten (10) business days of the Committee's action pursuant to this Article IV, the Committee shall forward to the Board sufficient information relating to said action to apprise the Board of the action taken, the date of said action, the Lots and Owners affected thereby, and whether the affected Owners have been properly noticed of said action according to this Section IV.

ARTICLE V
THE ASSOCIATION

5.01. Establishment and Purpose of the Association. The Association shall be established by filing the Articles of Incorporation for Mountain View Ranch Property Owners Association with the Secretary of State for the State of Texas and the subsequent issuance by the Secretary of State of the Certificate of Incorporation. The Association shall have the right, duty and responsibility to: (i) acquire, administer, maintain, and care for the Common Area; (ii) construct, maintain, and/or remove improvements in the Common Area; (iii) maintain landscaping, irrigation, signage, and fencing; (iv) establish, levy and collect assessments; (v) disburse collected funds as permitted by these Restrictions and/or the Bylaws of the Association; (vi) enforce these Restrictions; (vii) carry out other obligations assumed by the Association; and (viii) engage contractors, vendors, employees, or agents as it deems necessary to carry out the forgoing purposes.

5.02. Adoption of Bylaws. Bylaws for the Association will be established and adopted by the Board.

5.03. Membership. Every current Owner of each Lot, including any successive owners, shall automatically and mandatorily be members of the Association during the period of their ownership of said Lot. Membership shall be appurtenant to and shall not be separated from ownership of any Lot that is part of the Property. Every Member shall have the right, at all reasonable times during business hours and upon reasonable written notice, to inspect the books and records of the Association. The Board may temporarily suspend the voting rights of any Member who has not paid all assessed dues, assessments, fees, interest, and other charges authorized herein these Restrictions, until such past unpaid amounts are paid in full.

5.04. Voting Rights. Each Member of the Association shall be entitled to one (1) vote for each Lot owned. When more than one person or entity owns an interest in any Lot, all such persons shall be Members of the Association, but there shall be only one (1) vote for such Lot, and said vote should be exercised as the Owners of the particular lot shall among themselves determine. In no event shall more than one (1) vote be cast with respect to any Lot.

5.05. Board of Directors. The Board of Directors of the Association shall be elected by a majority of the Members. The Board shall, by majority rule, conduct the business of the Association, except when membership votes are required pursuant to these Restrictions or pursuant to the Articles of Incorporation and/or Bylaws of the Association.

5.06. Conflicts. The Association may make whatever rules and/or bylaws it deems reasonable and appropriate to govern the Association and its Members; provided however, any conflict between the rules and/or bylaws and the provisions of these Restrictions shall be controlled by the provisions of these Restrictions, and any rule and/or bylaw promulgated by the Board may be overruled by a sixty-six and two thirds percent (66^{2/3} %) vote of the Members, to be evidenced in writing.

ARTICLE VI
ASSESSMENTS

6.01. Creation of Lien and Personal Assessment. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed as a part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the Association (or an independent entity or agent which may be designated by the Association): (1) regular assessments or charges for items including but not limited to mowing, maintenance, insurance, obligations assumed by the Association, and other such items; (2) special assessments for capital improvements, restoration of capital improvements, accounting fees, legal fees, and/or unusual or emergency matters, such assessments to be established and collected as provided herein; (3) special individual assessments and fines levied against individual Owners to reimburse the Association for extra costs for maintenance and repair or expenses related to or caused by the willful or negligent acts of the individual Owner, including administrative charges/fees, reasonable attorney's fees, costs, and pre-judgment interest at the rate of eighteen percent (18%) per annum; and, (4) special individual assessments and fines levied against individual Owners for violations of rules and regulations pertaining to the Association, the Property and/or these Restrictions, including administrative charges/fees, reasonable attorney's fees, costs, and pre-judgment interest at the rate of eighteen percent (18%) per annum. These regular and special assessments, together with interest, late charges, administrative charges/fees, costs, and reasonable attorney's fees incurred in the collection thereof pursuant to these Restrictions and/or the Enforcement Policy, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with interest, late charges, administrative charges/fees, costs, and reasonable attorney's fees incurred in the collection thereof pursuant to these Restrictions and/or the Enforcement Policy, shall also be the personal obligation of each person who was the Owner of such Lot at the time when the assessment came due. The delinquent assessments shall be a continuing lien against the Lot until paid. Owner, by acceptance of the deed to his Lot, hereby expressly vests in the Association the right and power to bring all actions against Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by conveyance of his/her Lot, non-use of the Entrance, mowing his/her own lawn, abandonment of his/her Lot, or any other means.

6.02. Annual Assessment. Each Lot is hereby subjected to an annual HOA charge and assessment for the purpose of creating a fund to be designated and known as the "General Fund," which maintenance charge and assessment will be paid by the Owner(s) of each Lot to the Association in advance, in accordance with the procedures adopted by the Board. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid.

6.03. Amount of Annual Assessment. Commencing with the year beginning January 1, 2010, and each year thereafter, the Board, at its annual meeting shall present to the Owners there in attendance a proposed budget for the upcoming year, and said proposed budget shall state the annual assessment for each Lot in the Property. The proposed annual assessment, if approved by a majority of the votes of the Members who are voting in person or by proxy at said annual meeting, shall be the annual assessment for each Lot in the Property for the upcoming year, and

the Board shall promptly thereafter provide written notice of the annual assessment for each Lot to the Owner thereof. If the proposed annual assessment for each Lot is not approved by a majority of the votes of the Members who are voting in person or by proxy at said annual meeting, the annual assessment for each Lot for the upcoming year shall be the same as the annual assessment for each Lot for the previous year. For any year, the amount of the annual assessment for each Lot may not be increased more than twenty-five percent (25%) above the maximum annual assessment for the previous year unless otherwise approved by a majority of the votes of the Association's Members. The Board may fix the actual annual assessment for each Lot at an amount equal to or less than the then-existing maximum annual assessment, and there shall be no offset permitted against such amount for any reason. All assessments provided for herein this Article VI shall be fixed at a uniform rate.

6.04. Purpose of Assessments. The General Fund comprised of the assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Property and in particular for: the improvement and maintenance of the walls, signage, and landscaping about the entrance to the Property, such maintenance to include but not be limited to the mowing, edging of the grass, irrigating, removal of weeds, or any other maintenance necessary or desirable for the use and enjoyment of the Common Area; the maintenance, repair and reconstruction, when needed or desirable: (i) water sprinkler lines and meters serving any part of the Common Area; and, (ii) signage situated on the Common Area; the payment of taxes and public assessments assessed against the Common Area; the procurement and maintenance of insurance in accordance with these Restrictions; the employment of attorneys to represent the Association, when deemed necessary or desirable by the Board; the provision of adequate reserves for the purchase, restoration, and/or replacement of capital improvements; carrying out the duties of the Board; and such other needs as may arise in the performance of the Association's obligations under these Restrictions. The assessments the Association is authorized to levy under this Article VI and under other applicable provisions of these Restrictions shall include, but shall not be limited to, the costs and expenses incurred or to be incurred by the Association in managing, administering, paying for, performing or contracting for the performance of any of the items listed in subparagraphs (A) through (H) above.

6.05. Special Assessments. In addition to the annual assessments that are authorized above, the Association may levy, in any calendar year, a special assessment applicable to that calendar year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Entrance, including, but not limited to, walkways, walls, fences, landscaping, signage, irrigation systems, and lighting systems, or fees for accounting or legal services; provided that any such assessment shall have the written consent of sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the Members who are voting in person or by proxy at a meeting duly called for this purpose not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6.06. Notice of Assessment; Due Dates. Written notice of the annual assessment to be paid by each Member shall be sent to every Member, but only to one (1) joint Owner. Such regular annual assessments shall be paid on an annual basis. The Board shall fix the amount of the regular annual assessment against each Lot at least thirty (30) days in advance of each regular annual assessment period. Written notice of the regular annual assessment shall be sent to every Owner subject thereto. The due date or dates shall be established by the Board. The Association shall, within five business days after a request therefore and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of such certificate. The due dates of any individual assessments, including fines levied against Owners for violations of rules and regulations pertaining to the Association, the Property, and/or the Common Area, shall be the date specified in the notice delivered to Owner setting forth the individual assessment.

6.07. Effect of Nonpayment of Assessments; Remedies of the Association. An administrative late charge of Twenty-Five Dollars and no Cents (\$25.00) shall be added to any assessment not paid within fifteen (15) days after the due date together with interest on the unpaid assessment from the due date until paid at a rate of interest per annum equal to the lesser of (i) eighteen percent (18%) or (ii) the maximum rate allowed by applicable law. After 30 days and 2 notices the Association may bring an action at law against the Personally Obligated Owner and/or foreclose the lien against the Lot(s) subject to the unpaid assessments, and in either event, the Association shall be entitled to recover the unpaid assessment, the late charge and interest specified above, and any expenses and reasonable attorneys fees incurred by the Association in prosecuting such foreclosure and/or such collection.

6.08. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien shall be and is subordinate and inferior only to assessment, liens and charges in favor of the State of Texas and any political subdivision thereof for taxes past due and unpaid on the Lot, and to amounts due under any first lien deed of trust duly recorded prior to the recordation of any lien assessment. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure (whether by exercise of power of sale or otherwise), shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability and liens for any assessments thereafter becoming due.

6.09. Evidence of Lien. The Board or its duly appointed agent, may (but shall not be required to) prepare a written notice setting forth the amount of such unpaid indebtedness, the name of Owner, and a description of the Lot. Such notice shall be signed by the Board or its duly appointed agent and may be recorded in the Office of the County Clerk. Notwithstanding the foregoing, any failure by the Association to record a notice as provided herein with respect to any Lot shall not prevent or otherwise affect the Association's right or ability: (i) to seek collection or the assessment from the personally obligated Owner, and/or (ii) to enforce the lien against the Lot. Such lien may be enforced by the foreclosure of it upon the Lot by the Board or its duly appointed agent. In any such proceeding, the Owner shall be required to pay the costs, expenses and attorney's fees incurred in connection with filing the lien, and in the event of any foreclosure proceeding, the Board or its duly appointed agent shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. Any successor Owner who takes title to a Lot after the written

notice described above has been properly filed by the Association but before the lien evidence thereby is discharged shall be deemed to have constructive knowledge of the Association's lien, and such successor Owner's Lot shall be subject to said lien as fully as if said successor Owner had actual knowledge of the lien at the time the Lot was acquired. Any mortgage holding a lien on the Lot may pay, but shall not be required to pay, any unpaid assessments owing with respect to the Lot, but such payment shall not be deemed a waiver of Owner's default by either the Board or such mortgagee.

6.10. Duties of Board with Respect to Assessments.

(A) The Board shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association.

(B) Written notice of the assessment applicable to each Lot shall promptly be delivered or mailed to every Owner by the Association.

(C) The Board (or its authorized agent) shall, within five (5) business days of receipt of any request for such information, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer or agent 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 Association for the issuance of such certificates.

6.11. Duration. The foregoing obligations for payment of assessments will remain effective for the full term (and extended term, if applicable) of these Restrictions. In the event the Association is dissolved, all existing property liens and assessments will remain valid, and any assessment owed to the Association at the time the Association is dissolved will be collected and equally returned to the Members of the Association in good standing.

ARTICLE VII
ENTRANCE

7.01. Association's Rights. The Association and its assigns, contractors, and employees shall have the right and easement to enter upon the Entrance for the purpose of exercising the rights and performing the obligations of the Association that are set forth in these Restrictions.

7.02. Entrance Easement. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Entrance, which right shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to dedicate or transfer all or any part of the Entrance to any public agency, authority or utility company for such purposes and subject to such conditions as may be agreed to by the Members and required by and local, state, or federal governmental authority; provided, however, that no such dedication or transfer shall be effective unless an instrument signed by sixty-six and two-thirds percent (66^{2/3} %) of the Members and by the local, state, or federal governmental authority agreeing to such dedication or transfer has been recorded.

7.03. Delegation of Rights. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Entrance and facilities to the members of his family or to persons residing on the Lot under a lease or contract to purchase from the Owner.

7.04. Association Maintenance. The Association shall provide maintenance upon the Entrance as follows: mowing, edging, and watering the grass, shrubs, and trees existing at the execution of these Restrictions and subsequently installed by the Association, maintaining walls and signage in good repair, and other related items. Notwithstanding the foregoing, the Association's maintenance obligation shall not include any improvements installed by or on behalf of an Owner (or a previous Owner). Notwithstanding the foregoing, the Association's maintenance obligation shall not include any Dwelling or any improvements or vegetation installed by or on behalf of an Owner (or a previous Owner) upon any Lot. No maintenance performed by an Owner shall reduce the assessment payable by him to the Association. No Owner shall, without the prior written consent of a majority of the Board or the Committee, plant any vegetation or install, build, or construct any improvement about the Entrance. In the event that the need for an item or items of maintenance, restoration, or repair is caused by the willful or negligent act or omission of the Owner, his/her family, tenants, guests or invitees, including but in no way limited to the willful or negligent failure to comply with any restriction, covenant, or agreement contained herein these Restrictions, the cost of such maintenance, restoration, and/or repairs shall be assessed only against the Lots owned, in whole or part, by such Owner (i.e., not uniformly against all Lots), and the lien for any such assessment that is not paid when due shall attach to each Lot then owned by such Owner. The Association is hereby granted an easement right of access to go upon any Lot to perform any repairs, restoration and maintenance that the Association is responsible for or entitled to perform hereunder.

ARTICLE VIII INSURANCE AND INDEMNITY

8.01. Purchasing Policies. The Association or their duly authorized agent shall purchase an insurance policy for the Property sufficient to provide the coverage for the benefit of the Association and the Owners, as their interest may appear. Such insurance may include, but need not be limited to insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement, public liability and property damage insurance on a broad form basis, fidelity bond for all officers and employees of the Association, and Officers' and Directors' liability insurance for the Board and Committee. All policies shall be written with a company licensed to sell such insurance in the State of Texas.

ARTICLE IX GENERAL PROVISIONS

9.01. Enforcement. The Association and/or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of these Restrictions pursuant to these Restrictions and/or the Enforcement Policy. Failure by the Association or by any Owner to

enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

9.03. Term; Amendment, Supplement, and Termination of Restrictions. The covenants conditions, and restrictions of these Restrictions shall run with and bind the land until January 1, 2040. These Restrictions may be amended, supplemented, or terminated by a written instrument bearing the signatures of not less than sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the Owners and recorded in the Denton County Real Property Records.

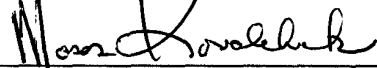
9.04. Management and Contract Rights of Association. The Association may at its option enter into a contract with a management company or manager for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the Property. The Association may be the manager or affiliated with the management company. Any such contract or lease entered into by the Association shall contain a provision allowing the Association to terminate such contract, without justification, fee or penalty, upon no more than sixty (60) days' notice, and the right to terminate such contract for cause, without fee or penalty, upon no more than thirty (30) days' written notice to the manager or management company; provided, any such contract shall be so terminated by the Association upon written approval of sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the Members.

9.05. Notices. Any notice required or desired to be given under the provisions of these Restrictions shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the Owner or other party entitled to notice, at the last known address for each such party all as shown on the books and records of the Association, stated in Mountain View Ranch Property Owners Association Directory, or specified by the Denton Central Appraisal District at the time such notice is given.

9.06. Exculpation. It is expressly understood and agreed that nothing contained in this Declaration shall be interpreted or construed as creating any liability whatsoever, directly or indirectly, against the Association or any of its officers, members, managers, employees, agents or attorneys or any of its or their heirs, executors, legal representatives, successors or assigns (collectively the "Association Related Parties"), for monetary relief or damages. In particular, and without limiting the generality of the foregoing, if any proceeding shall be brought to enforce the provisions of these Restrictions, the party instituting such proceeding shall not be entitled to take any action to procure any money judgment against any of the Association Related Parties.

EXECUTED on this 18 day of May, 2009.

MOUNTAIN VIEW RANCH
PROPERTY OWNERS ASSOCIATION



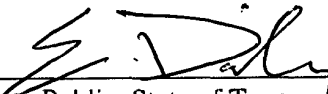
Moses Kovalchuk, President

STATE OF TEXAS §
 §
COUNTY OF DENTON §

ACKNOWLEDGEMENT

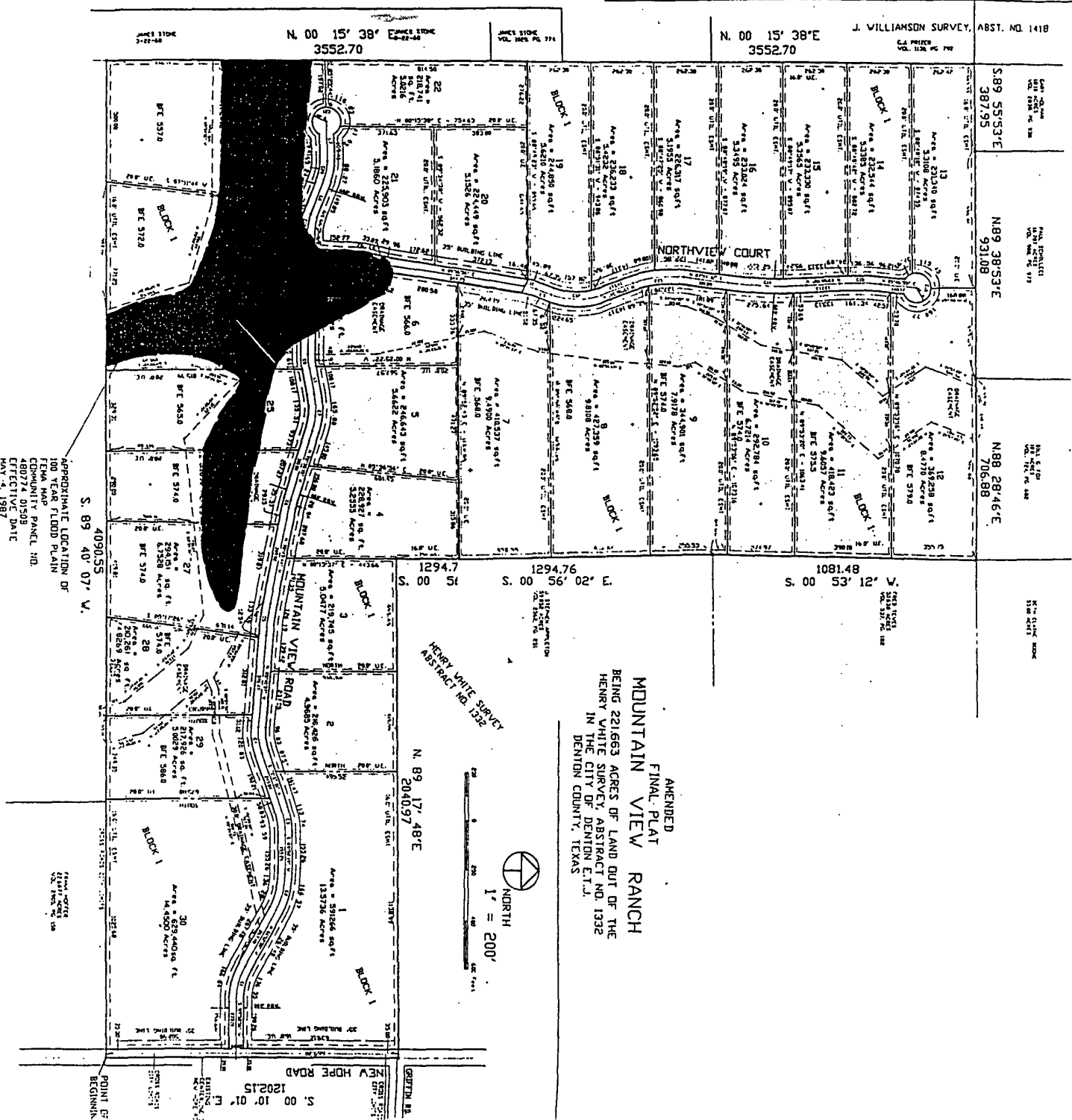
This instrument was acknowledged before me on this 18 day of May, 2009, by Moses Kovalchuk, President of Mountain View Ranch Property Owners Association.



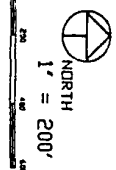


Notary Public, State of Texas

Exhibit A
LEGAL DESCRIPTION OF PROPERTY
Mountain View Ranch Property Owners Association



AMENDED
 FINAL PLAT
MOUNTAIN VIEW RANCH
 BEING 221,663 ACRES OF LAND OUT OF THE
 HENRY WHITE SURVEY, ABSTRACT NO. 1332
 IN THE CITY OF DENTON COUNTY, TEXAS



**SECOND AMENDED AND RESTATED DEED RESTRICTIONS
 FOR MOUNTAIN VIEW RANCH**

Exhibit B
OWNERS CONSENT TO THIS SECOND AMENDED AND RESTATED DEED
RESTRICTIONS FOR MOUNTAIN VIEW RANCH PROPERTY OWNERS ASSOCIATION

Mountain View Ranch Property Owners Association

P.O. Box 56 Aubrey, Texas 76227

2nd Amended Deed Restrictions Special Meeting

May 3rd 2009

Minutes

Moses Kovalchuk, President of the Board, greeted the property owners and called the meeting to order at 4:10 pm. The special meeting was held at the Aubrey Library.

Dan Whitfield counted the property owners present at the meeting and determined that 20 lots were represented, and a quorum was established.

Mr. Kovalchuk thanked Dan Whitfield, Patrick McPherson, David Leach and Brad Pence for their efforts over the past few months. This team was meeting with Don White, attorney and partner of Hayes, Berry, White & Vanzant LLP from Denton and reviewing several drafts of the 2nd Amended Deed Restrictions and the Enforcement Policy. Mr. Kovalchuk stated that Dan Whitfield and David Leach provided the context, framework, and spirit of the original property owners as they formed the Mountain View Ranch Property Owners Association as they organized and formed rules that the neighbors could abide with.

Mr. Kovalchuk stated this group was meeting with the attorney as advised by the property owners from the January 2009 Annual meeting. After consulting with Don White, the real estate attorney, we now have an improved set of documents that more accurately reflect the intent of the Homeowners Association and will be equitably enforceable.

Mr. Kovalchuk led a discussion on the 2nd Amended Deed Restrictions and the Enforcement Policy and highlighted the changes, clarifications and wording changes in these documents. There were questions and discussions points during the page by page turn of these documents over a 45 minute period. There was one edit requested to the Deed restrictions, article 3, section 3.03, bullet G to state two(2) outbuilding/structures per lot other than the main dwelling.

Brad Pence made a motion to close discussions and Pat McPherson seconded the motion. Mr. Kovalchuk asked for a vote to close discussions and this motion carried.

Voting ballots were distributed. David Leach stated that some ballots were completed by owners who could not attend. The ballots were counted and the 2nd Amended Deed Restrictions and Enforcement Policy were approved with a vote count of 23 approving and 2 against. Mr. Kovalchuk stated that a 2/3rds (66%) majority was obtained and the Mountain View Ranch Property Owners Association had adopted these new Deed Restrictions and Enforcement Policy.

Brad Pence made a motion to adjourn the meeting, Ron Newman seconded and everyone present approved this motion. The meeting adjourned at 5:15 pm.



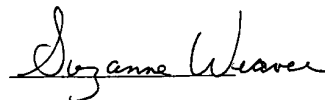
Dan Whitfield
Secretary

State of Texas

County of Denton

This instrument was acknowledged before me on 5-15-09 by Dan Whitfield as Secretary of Mountain View Ranch Property Owners Association.





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

User / Station: D Fahrney - Cash Station 3

Record and Return To:

MOUNTAIN VIEW PROPERTY OWNERS ASSOCIATIC
PO BOX 56
AUBREY TX 76227



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

Mountain View Property Owners Assoc.
P.O. Box 56
Aubrey Tx 76227

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DENTON §

COVENANT ENFORCEMENT AND FINING POLICY
For
MOUNTAIN VIEW RANCH

WHEREAS, the Mountain View Ranch Property Owners Association (the "Association"), by and through its Board of Directors, (the "Board") finds there is a need to establish orderly procedures for the enforcement of the restrictive covenants set forth in the Second Amended and Restated Deed Restrictions for Mountain View Ranch Property Owners Association, as amended from time to time (the "Restrictions"), and for the levying of fines against violating Owners.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the restrictive covenants of the Restrictions and for the elimination of violations of such provisions found to exist in, on and about the Lots within the Mountain View Ranch, and the same are to be known as the "Covenant Enforcement and Fining Policy for Mountain View Ranch Property Owners Association" (to be referred to herein as the "Enforcement Policy" and/or "Policy"), in the discharge of its responsibilities for determination and enforcement of remedies for violations within Mountain View Ranch:

1. Establishment of Violation. Any condition, use, activity, or improvement which does not comply with the provisions of the Restrictions, Bylaws, or the rules and regulations of the Association, as amended and/or supplemented from time to time, shall constitute a "Violation" under this Policy for all purposes.

2. Report of Violation. Any Owner or Member may report the existence of a Violation in writing to the Board, and the identity of said reporting Owner or Member shall remain confidential. The Board or its delegate shall conduct a field observation to verify the existence of a Violation. For the purpose of this Enforcement Policy, the delegate of the Board may include Management, an officer of the Association or member of the Board, a member of the Architectural Control Committee, or a member of any other committee established by the Board for this purpose. The field observer shall in a timely manner prepare for each Violation a written report stating the following:
 - a. Identification of the nature and description of the Violation(s);
 - b. Identification by street address and legal description, if available, of the Lot on which the Violation exists;
 - c. Identification of the authority establishing that the subject improvements, modifications, etc. constitute a Violation(s); and

- 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

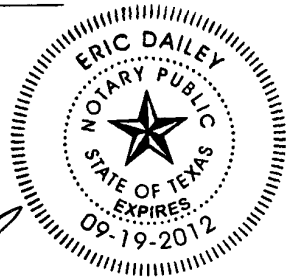


Exhibit A
SCHEDULE OF FINES
Mountain View Ranch Property Owners Association

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.



VG-31-2024-90389

**Denton County
Juli Luke
County Clerk**

Instrument Number: 90389

Real Property Recordings
AMENDMENT

Recorded On: August 22, 2024 11:46 AM

Number of Pages: 11

" Examined and Charged as Follows: "

Total Recording: \$65.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

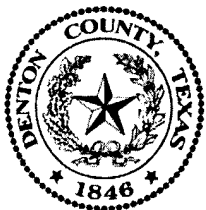
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 90389
Receipt Number: 20240822000269
Recorded Date/Time: August 22, 2024 11:46 AM
User: Marlene F
Station: Station 6

Record and Return To:

MOUNTAIN VIEW PROPERTY OWNERS ASSOCIATION



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.

Juli Luke
County Clerk
Denton County, TX

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DENTON §

**THIRD AMENDMENT TO DEED RESTRICTIONS
For
MOUNTAIN VIEW PROPERTY OWNERS ASSOCIATION**

This THIRD AMENDED AND RESTATED DEED RESTRICTIONS FOR MOUNTAIN VIEW PROPERTY OWNERS ASSOCIATION is made on the date herein after set forth by the Mountain View Property Owners Association, a Texas Non-Profit Corporation.

RECITALS

WHEREAS, Mountain View Property Owners Association, a Texas non-profit corporation (hereinafter, the "**Association**"), consists of tracts within Mountain View Ranch, a subdivision in Denton County, Texas, being according to the map or plat thereof, recorded in Cabinet/Volume I, Page 212, 213, 214 Denton County Plat Records ("**Plat**"), as amended by the Amended Final Plat Mountain View Ranch recorded as Doc. No. 1993-26236 in Cabinet/Volume I, Page 240, 241, 242 of the Denton County Plat Records ("**Amended Plat**") which is attached hereto as **Exhibit A**; and

WHEREAS, the Association, on behalf of itself and its successors and assigns, being an association of the owners thereof covering all such tracts or parcels thereof, executed those Deed Restrictions for Mountain View Ranch recorded on March 11, 1993, Document No. 14135 in the Real Property Records of Denton County ("**Original Restrictions**"), and the First Amended and Restated Deed Restrictions for Mountain View Ranch recorded February 5, 1998 in Vol. 4024, Page 163 as Document No. 8839 in the Real Property Records of Denton County ("**First Amended Restrictions**"), and the Second Amended and Restated Deed Restrictions for Mountain View Ranch recorded on May 18, 2009 as Instrument No. 2009-59139 in the Real Property Records of Denton County ("**Second Amended Restrictions**");

WHEREAS, the Association, in order to preserve and enhance the attractiveness, desirability, and value of Mountain View Ranch, now makes this Third Amendment to Deed Restrictions for Mountain View Property Owners Association (hereinafter the "**Third Amendment**"), as approved in writing by "sixty-six and two-thirds percent (66 2/3%) of the Owners" and evidenced by the attached **Exhibit B**, hereby amends the Second Amended Restrictions,

NOW, THEREFORE, the Association hereby makes this Third Amendment with it being expressly herein provided Second Amended Restrictions as amended by this Third Amendment (the Second Amended Restrictions, as amended by this Third Amendment, the "**Restrictions**") shall govern and control, and that except as expressly amended by this Third Amendment, the agreements, covenants, restrictions, liens, and all other provisions of the Second Amended Restrictions shall remain in full force and effect.

AMENDMENTS

A. Rentals. Effective immediately, Article III of the Second Amended Restrictions is hereby amended as follows:

i. The following Section 3.01A is added to Article III of the Second Amended Restrictions:

"3.01A Rentals. Nothing in these Restrictions shall prevent the rental of any Lot and Dwelling or Residence thereon by the Owner thereof for single-family residential purposes; provided that all rentals must be for terms of at least six (6) months. All leases shall be in writing. The Owner must provide to its lessee copies of the Restrictions. Notice of any lease, together with such additional information as may be required by the Board, will be remitted to the Association by the Owner on or before the earlier of: (i) ten (10) days after the effective date of the lease (ii) or two days before the lessee takes possession of the leased premises."

ii. Section 3.01 of the Second Amended Restrictions is hereby deleted in its entirety and replaced with the following:

"3.01 Single-Family Residential Use. Each Dwelling shall be used and occupied for single-family residential purposes only. No Owner or other occupant shall use or occupy a Dwelling, or permit the same or any part thereof to be used or occupied for any purpose other than as a single family residence for the Owner, Owner's family, Owner's tenant, and their families, and/or their domestic servants employed on the premises. No commercial enterprise of any kind or character shall be carried on upon any part of such property or Lot, including but not limited to retail or wholesale sales, the buying and selling of goods, the providing of services, 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 as defined herein this Article III, except that the following shall be permitted: an Owner's simple home office that does not generate an appreciable increase in traffic or cause a nuisance to adjacent Lots, or to the Owners or residents of the Dwellings thereupon; an Owner's sale of hay or seed products grown on the Owner's Lot(s); or an Owner's sale of horses or cattle raised on the Owner's Lot(s). These Restrictions expressly prohibit the use of any Lot for vacation rentals or short-term rentals; the construction of or use of any Lot for a duplex, duplex apartment, garage apartment, or other apartment use; and, subject to the limited exceptions above, commercial or professional use. Rentals, leases, or other tenancies of less than six (6) months are expressly prohibited. Any alteration of a Dwelling and/or Lot must conform to local, state, and federal ordinances, codes, statutes, regulations, and comply with all applicable permitting requirements and all Restrictions,

including, without limitation all of Article III and Article IV of the Restrictions."

B. Uses Specifically Prohibited. Effective immediately, Section 3.15 of the Second Amended Restrictions is hereby amended as follows:

i. Section 3.15(N) is hereby deleted in its entirety and replaced with the following:

"(N) Dams may be built on creeks or natural waterways, and ponds or impoundments may be built to divert or impound creeks or natural waterways, only if:

- (1) Written permission is obtained from all Owners of the Lots contiguous to and/or adjoining such creeks or waterways;
- (2) Said dam will not cause water back-up or pooling, or inundate another Owner's Lot, unless a written easement is obtained for the same from such other Owner;
- (3) Said pond or impoundment will not reduce flow of the creek or waterway downstream and will not cause water back-up or pooling, or inundate another Owner's Lot, unless a written easement is obtained for the same from such other Owner;
- (4) Maintenance of any dams shall be the responsibility of the Owners of the Lots upon which the dams are located;
- (5) Said dam will not cause the flooding of any roadway;
- (6) Any and all necessary governmental permits, licenses, and approvals are obtained; and
- (7) Any dam, pond or impoundment is reviewed and approved pursuant to Article IV of the Restrictions.

There shall be no interference with the established drainage patterns over any of the Property, including the Lots, except by Association, unless adequate provision is made for proper drainage and such provision is approved in advance by the Committee. A modification of or structure affecting any creek or natural waterway, including any improvements or excavation of lands for the creation or expansion of a pond, lake or impoundment, must not reduce, divert, or increase the flow of such creek or waterway downstream. Specifically, and not by way of limitation, no improvement, including landscaping or excavation of lands, may be installed which impedes or modifies the established drainage of water between, across, or through any Lots."

ii. The following Section 3.15(O) is hereby added to Section 3.15:

"(O) These Restrictions expressly prohibit the use of any Lot for vacation rentals or short-term rentals; the construction of or use of any Lot for a duplex, duplex apartment, garage apartment, or other apartment use; and,

subject to the limited exceptions above, commercial or professional use. Rentals, leases, or other tenancies of less than six (6) months are expressly prohibited."

C. Property. Effective immediately, the "Property", "Premises", and/or "Development" shall mean and refer to the real property described in the Plat as amended by the Amended Plat. For reference, the Amended Plat is attached hereto as **Exhibit A**.

D. Effect. All amendments of the Restrictions as set forth above are effective immediately. Unless expressly amended by this Third Amendment, the agreements, covenants, restrictions, liens, and all other provisions of the Second Amended Restrictions shall remain in full force and effect. The Board may at any time produce and record an amended and restated Restrictions document in the Real Property Records of Denton County which incorporates the amendments herein, and such production and recording of same may be done without further approval of the Board or the Members so long as only the amendments in this Third Amendment are incorporated into such amended and restated document.

E. Severability. Invalidation of any one or more of the covenants, restrictions, or other provisions herein by legislation, judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Executed to be effective on this 1 day of August, 2024.

MOUNTAIN VIEW PROPERTY OWNERS ASSOCIATION

Ingrid McPherson
Ingrid McPherson, President

STATE OF TEXAS §
 §
COUNTY OF DENTON §

ACKNOWLEDGMENT

This instrument was acknowledged before me on this 1 day of August, 2024, by Ingrid McPherson, President of the Mountain View Property Owners Association.

Suzanne Kathryn Weaver
Notary Public

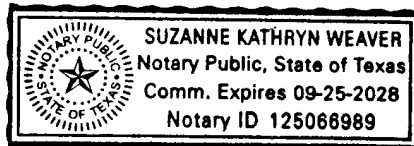


EXHIBIT A

AMENDED PLAT ATTACHED HERETO

1240
 1994-01
 1993/04/28
 11160
 92-1000000000
 72.89



1" = 200'



CHORD	BEARING	TANGENT	ARC	RADIUS	CHORD DELTA
1	N 72°42'18" E	77.26	131.45	262.90	262.90
2	N 87°14'08" E	82.23	131.45	262.90	262.90
3	N 101°46'00" E	86.90	131.45	262.90	262.90
4	N 115°57'24" E	91.18	131.45	262.90	262.90
5	N 129°08'00" E	95.00	131.45	262.90	262.90
6	N 141°48'00" E	98.29	131.45	262.90	262.90
7	N 153°08'00" E	101.00	131.45	262.90	262.90
8	N 163°18'00" E	103.18	131.45	262.90	262.90
9	N 172°00'00" E	104.83	131.45	262.90	262.90
10	N 179°08'00" E	105.90	131.45	262.90	262.90
11	N 184°48'00" E	106.39	131.45	262.90	262.90
12	N 189°00'00" E	106.33	131.45	262.90	262.90
13	N 191°48'00" E	105.74	131.45	262.90	262.90
14	N 193°08'00" E	104.54	131.45	262.90	262.90
15	N 192°48'00" E	102.74	131.45	262.90	262.90
16	N 190°00'00" E	100.33	131.45	262.90	262.90
17	N 185°08'00" E	97.33	131.45	262.90	262.90
18	N 178°08'00" E	92.74	131.45	262.90	262.90
19	N 168°48'00" E	86.54	131.45	262.90	262.90
20	N 156°00'00" E	77.74	131.45	262.90	262.90
21	N 140°08'00" E	66.54	131.45	262.90	262.90
22	N 120°08'00" E	52.74	131.45	262.90	262.90
23	N 97°08'00" E	37.54	131.45	262.90	262.90
24	N 72°08'00" E	20.74	131.45	262.90	262.90
25	N 45°08'00" E	12.54	131.45	262.90	262.90
26	N 17°08'00" E	3.74	131.45	262.90	262.90
27	N 0°08'00" E	0.54	131.45	262.90	262.90
28	N 17°08'00" E	3.74	131.45	262.90	262.90
29	N 45°08'00" E	12.54	131.45	262.90	262.90
30	N 72°08'00" E	20.74	131.45	262.90	262.90
31	N 97°08'00" E	37.54	131.45	262.90	262.90
32	N 120°08'00" E	52.74	131.45	262.90	262.90
33	N 140°08'00" E	66.54	131.45	262.90	262.90
34	N 156°00'00" E	77.74	131.45	262.90	262.90
35	N 178°08'00" E	92.74	131.45	262.90	262.90
36	N 190°00'00" E	100.33	131.45	262.90	262.90
37	N 192°48'00" E	102.74	131.45	262.90	262.90
38	N 193°08'00" E	104.54	131.45	262.90	262.90
39	N 191°48'00" E	105.74	131.45	262.90	262.90
40	N 189°00'00" E	106.33	131.45	262.90	262.90
41	N 184°48'00" E	106.39	131.45	262.90	262.90
42	N 179°08'00" E	105.90	131.45	262.90	262.90
43	N 172°08'00" E	104.83	131.45	262.90	262.90
44	N 163°18'00" E	103.18	131.45	262.90	262.90
45	N 153°08'00" E	101.00	131.45	262.90	262.90
46	N 141°48'00" E	98.29	131.45	262.90	262.90
47	N 129°08'00" E	95.00	131.45	262.90	262.90
48	N 115°57'24" E	91.18	131.45	262.90	262.90
49	N 101°46'00" E	86.90	131.45	262.90	262.90
50	N 87°14'08" E	82.23	131.45	262.90	262.90
51	N 72°42'18" E	77.26	131.45	262.90	262.90

LINE	BEARING	DISTANCE
1	N 72°42'18" E	131.45
2	N 87°14'08" E	131.45
3	N 101°46'00" E	131.45
4	N 115°57'24" E	131.45
5	N 129°08'00" E	131.45
6	N 141°48'00" E	131.45
7	N 153°08'00" E	131.45
8	N 163°18'00" E	131.45
9	N 172°00'00" E	131.45
10	N 179°08'00" E	131.45
11	N 184°48'00" E	131.45
12	N 189°00'00" E	131.45
13	N 191°48'00" E	131.45
14	N 193°08'00" E	131.45
15	N 192°48'00" E	131.45
16	N 190°00'00" E	131.45
17	N 185°08'00" E	131.45
18	N 178°08'00" E	131.45
19	N 168°48'00" E	131.45
20	N 156°00'00" E	131.45
21	N 140°08'00" E	131.45
22	N 120°08'00" E	131.45
23	N 97°08'00" E	131.45
24	N 72°08'00" E	131.45
25	N 45°08'00" E	131.45
26	N 17°08'00" E	131.45
27	N 0°08'00" E	131.45
28	N 17°08'00" E	131.45
29	N 45°08'00" E	131.45
30	N 72°08'00" E	131.45
31	N 97°08'00" E	131.45
32	N 120°08'00" E	131.45
33	N 140°08'00" E	131.45
34	N 156°00'00" E	131.45
35	N 178°08'00" E	131.45
36	N 190°00'00" E	131.45
37	N 192°48'00" E	131.45
38	N 193°08'00" E	131.45
39	N 191°48'00" E	131.45
40	N 189°00'00" E	131.45
41	N 184°48'00" E	131.45
42	N 179°08'00" E	131.45
43	N 172°08'00" E	131.45
44	N 163°18'00" E	131.45
45	N 153°08'00" E	131.45
46	N 141°48'00" E	131.45
47	N 129°08'00" E	131.45
48	N 115°57'24" E	131.45
49	N 101°46'00" E	131.45
50	N 87°14'08" E	131.45
51	N 72°42'18" E	131.45

NOTE: Utility measurements shall be 16.0' inside of curb, rear and non-adjacent side for lines and 10.0' on each side of all adjacent lot lines, unless otherwise indicated.

2. This 100 year flood plain is shown based on the Federal Insurance Map No. Community Plan No. 40774-0100B.

3. Topographic information taken from U.S.G.S. Section East and Green Valley.

4. All acreage measurements shall be 0.01' 100% of map.

5. All lot dimensions will have a 0.01' 100% of map.

6. All building setbacks shall be 5.0'.

7. All building setbacks shall be 5.0'.

8. The engineer and landowner shall be responsible for obtaining permits for driveway from the U.S. Corps of Engineers.

LAND USE DATA:
 TOTAL ACRES 211.000 ACRES
 TOTAL LOT ACRES 211.000 ACRES
 INTERIOR LOT ACRES 11.000 ACRES
 INTERIOR STREET DEDICATION - NEW HOPE ROAD 0.000 ACRES

NOTE:
 THE FINANCIAL GRADING AND DRAINAGE IMPROVEMENTS SHOWN ON THIS FINAL PLAT DO NOT CONSTITUTE ACCEPTANCE OF SAME FOR ANY PURPOSE.

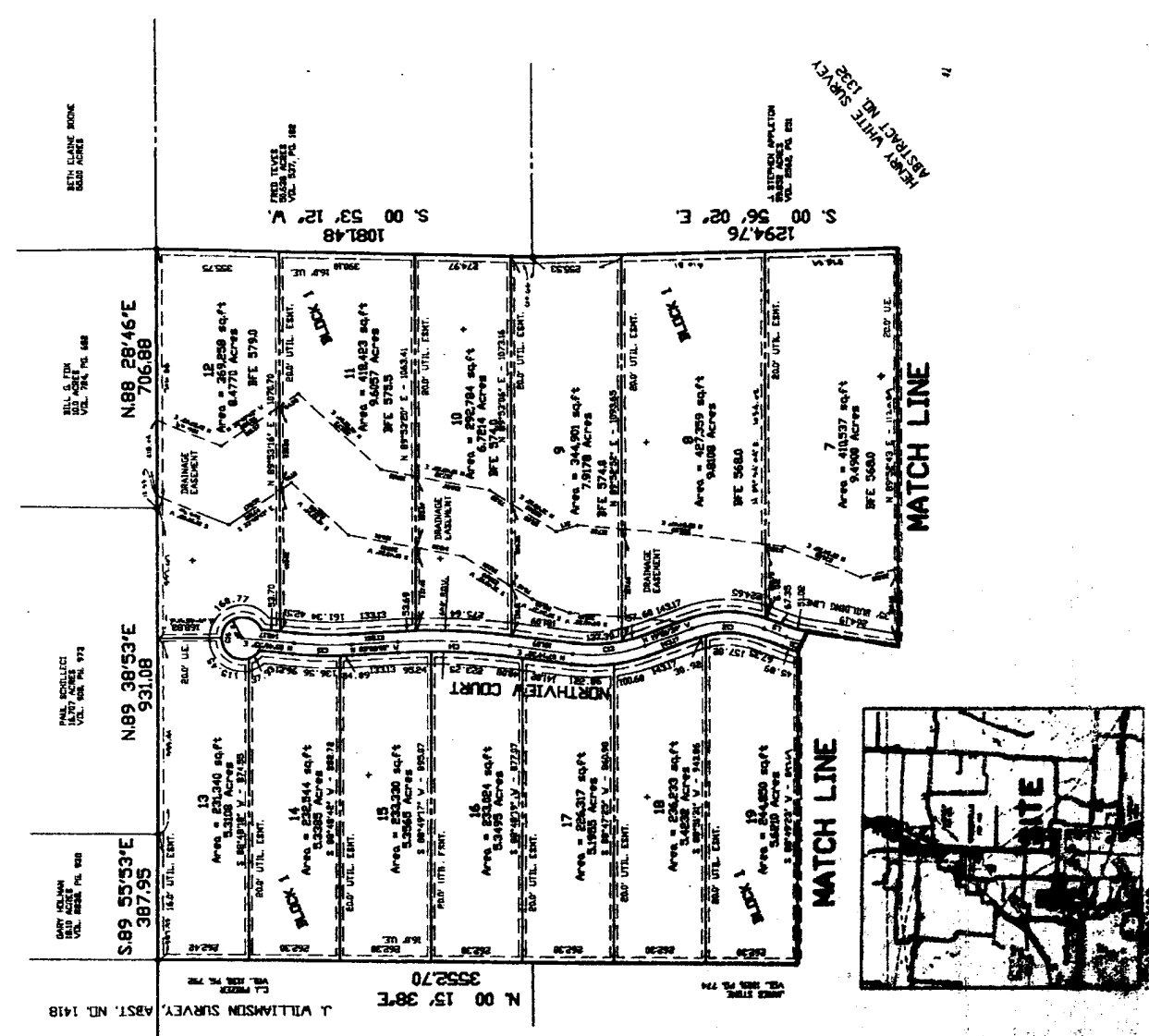
AWENTED
 FINAL PLAT
MOUNTAIN VIEW RANCH
 BEING 221.663 ACRES OF LAND OUT OF THE
 HENRY WHITE SURVEY, ABSTRACT NO. 1332
 IN THE CITY OF DENTON T.E.J.
 DENTON COUNTY, TEXAS

OWNER:
 PROPERTIES OF THE SOUTHWEST, INC.
 P.O. BOX 10047
 WIMBERLY, TEXAS 78676
 (817) 380-1315

ENGINEERS - PLANNERS - SURVEYORS
LandCon Inc.
 P.O. BOX 10047
 WIMBERLY, TEXAS 78676
 (817) 763-0187

SURVEYOR:
 GUY W. HAYES
 P.O. BOX 686
 DENTON, TEXAS 76202
 (817) 365-0215

DATE OF AMENDMENT - APRIL, 1993
 Page 1 of 3



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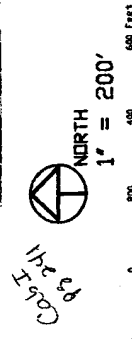
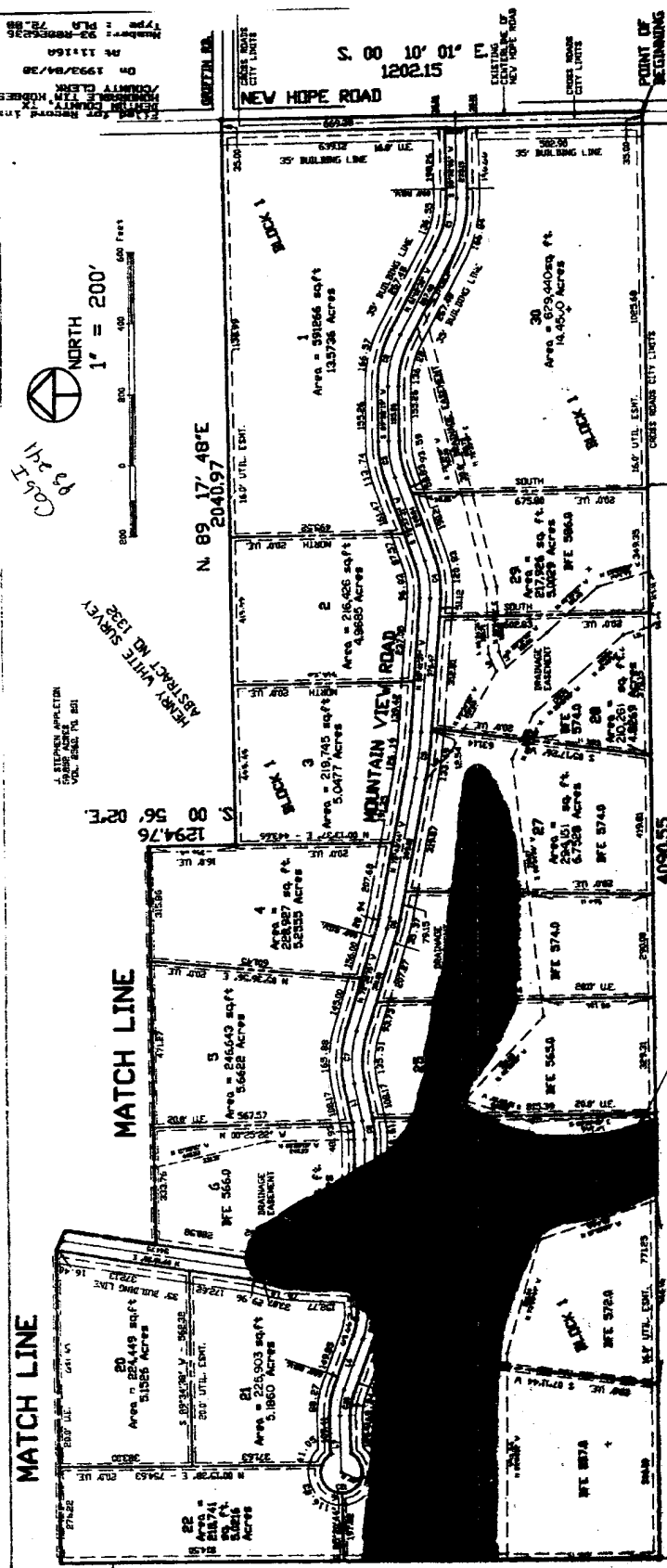
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1. STEVEN APPELTON
 DALLAS, TEXAS 75201
 VOL. 8881, P. 801

2. HENRY WHITE SURVEY
 ABSTRACT NO. 1332
 S. 88 56' 22"E

3. STEVEN APPELTON
 DALLAS, TEXAS 75201
 VOL. 8881, P. 801

4. HENRY WHITE SURVEY
 ABSTRACT NO. 1332
 S. 88 56' 22"E

5. STEVEN APPELTON
 DALLAS, TEXAS 75201
 VOL. 8881, P. 801

6. HENRY WHITE SURVEY
 ABSTRACT NO. 1332
 S. 88 56' 22"E

7. STEVEN APPELTON
 DALLAS, TEXAS 75201
 VOL. 8881, P. 801

8. HENRY WHITE SURVEY
 ABSTRACT NO. 1332
 S. 88 56' 22"E

9. STEVEN APPELTON
 DALLAS, TEXAS 75201
 VOL. 8881, P. 801

10. HENRY WHITE SURVEY
 ABSTRACT NO. 1332
 S. 88 56' 22"E

11. STEVEN APPELTON
 DALLAS, TEXAS 75201
 VOL. 8881, P. 801

12. HENRY WHITE SURVEY
 ABSTRACT NO. 1332
 S. 88 56' 22"E

**AMENDED
 FINAL PLAT
 MOUNTAIN VIEW RANCH**

BEING 221,663 ACRES OF LAND OUT OF THE
 HENRY WHITE SURVEY, ABSTRACT NO. 1332
 IN THE CITY OF DENTON, E.T.I.,
 DENTON COUNTY, TEXAS

LANDCOON INC.
 Engineers - Planners - Surveyors
 P.O. Box 100047
 Fort Worth, Texas 76188
 (817) 783-0177

DANES
 ENGINEERS OF THE SOUTHWEST, INC.
 P.O. BOX 6996
 FORT WORTH, TEXAS 76166
 (817) 382-1515

SURVEYORS
 DOLEMAN AND ASSOCIATES
 P.O. BOX 696
 DENTON, TEXAS 76202
 (817) 345-9215

DATE OF AMENDMENT - APRIL, 1993

NOTES:

1. All bearings shall be 180° inside of turn, and consequently also for lines and 100' on each side of all adjacent lot lines, unless otherwise noted.
2. The 100 year flood plain is shown based on the Federal Insurance Rate Map for Denton County, Texas, as shown on the attached map.
3. Topographic information taken from U.S.G.S. Contour and Spot Elevation Quadrangle maps.
4. All interior angles shall have a 60° right-of-way.
5. All exterior angles shall have a 120° right-of-way.
6. Curves of 1000' R. S. shall have the requirements for chaining points as determined by the U.S. Corps of Engineers.

LAND USE DATA:

TOTAL ACRES	221,663
TOTAL LOTS	30
UNIMPROVED LOTS	30
IMPROVED LOTS	0
UNIMPROVED ACRES	221,663
IMPROVED ACRES	0

MAP: MAPS, GRADING AND LEASAGE INFORMATION SHOWN ON THIS FINAL PLAT DO NOT CONSTITUTE ACCEPTANCE OF SAME FOR ANY PURPOSES.

LINE	BEARINGS	DISTANCE	MARKING	REMARKS
1	N 89° 17' 48" E	2040.97	1	...
2	S 89° 40' 07" W	4090.55	2	...
3	N 89° 17' 48" E	2040.97	3	...
4	S 89° 40' 07" W	4090.55	4	...
5	N 89° 17' 48" E	2040.97	5	...
6	S 89° 40' 07" W	4090.55	6	...
7	N 89° 17' 48" E	2040.97	7	...
8	S 89° 40' 07" W	4090.55	8	...
9	N 89° 17' 48" E	2040.97	9	...
10	S 89° 40' 07" W	4090.55	10	...
11	N 89° 17' 48" E	2040.97	11	...
12	S 89° 40' 07" W	4090.55	12	...
13	N 89° 17' 48" E	2040.97	13	...
14	S 89° 40' 07" W	4090.55	14	...
15	N 89° 17' 48" E	2040.97	15	...
16	S 89° 40' 07" W	4090.55	16	...
17	N 89° 17' 48" E	2040.97	17	...
18	S 89° 40' 07" W	4090.55	18	...
19	N 89° 17' 48" E	2040.97	19	...
20	S 89° 40' 07" W	4090.55	20	...
21	N 89° 17' 48" E	2040.97	21	...
22	S 89° 40' 07" W	4090.55	22	...
23	N 89° 17' 48" E	2040.97	23	...
24	S 89° 40' 07" W	4090.55	24	...
25	N 89° 17' 48" E	2040.97	25	...
26	S 89° 40' 07" W	4090.55	26	...
27	N 89° 17' 48" E	2040.97	27	...
28	S 89° 40' 07" W	4090.55	28	...
29	N 89° 17' 48" E	2040.97	29	...
30	S 89° 40' 07" W	4090.55	30	...

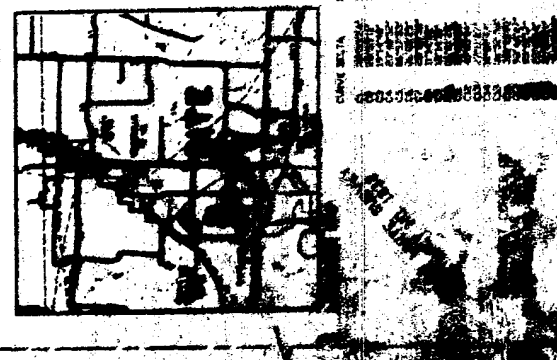


EXHIBIT B

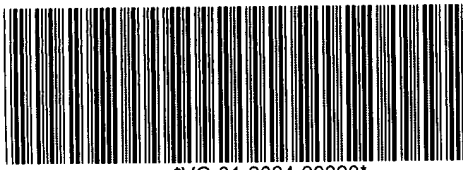
OWNERS CONSENT TO THIRD AMENDMENT TO DEED RESTRICTIONS FOR MOUNTAIN VIEW PROPERTY OWNERS ASSOCIATION

The undersigned Owners of Mountain View Property Owners Association, constituting not less than 66 2/3% of the Owners, hereby approve this Third Amendment to Deed Restrictions pursuant to Association Meeting of April 16, 2024.

Owner Name	Owner Address	Owner's Signature Below Indicates the Owner's Approval of the Third Amendment to Restrictions
Dan Whitfield	8093 Mountain View Rd	
Richard & Jessi Whitfield	8081 Mountain View LOT 25	
PATRICK + INGRID McPHERSON	8294 MOUNTAIN VIEW RD LOT 22	
PATRICK + INGRID McPHERSON	7958 MOUNTAIN VIEW RD LOT 4	Ingrid McPherson
Bill & Jana Dembski	6115 Northview Court	Bill Dembski. Lots 14 and 15
MATT + JEN BUNKER	6015 NORTHVIEW COURT LOT 20	Jennifer Bunker Matt Bunker
Russ Heydenreich	6036 Northview Ct. LOT 8	Russell Heydenreich
Jonathan Tithe	8295 Mountain View Rd LOT 23	Jon T
SYDNEY + EMIE REINHARDT	6083 Northview LOT 16 + 17	
Mike & Erica McCrory	6020 Northview Ct #7	
Mike & Erica McCrory	8020 Mountain View #5 #6	
Chad Hamilton	6051 Northview Ct LOT 18	Chad Hamilton
SAMMY + LINDA HANCOCK	7933 LOT 26 MOUNTAIN VIEW	Sammy Hancock
Rob & April Saunders	7833 LOT 27 Mountain View	April Saunders
JACK SANDERS	6035 NORTHVIEW CT LOT 19	Jack Sanders
TOD THESSEN	7742 MOUNTAIN VIEW LOT 2	
Groolsby Living TRUST	7583 LOT 30 Mountain View	

Owner Name	Owner Address	Owner's Signature Below Indicates the Owner's Approval of the Third Amendment to Restrictions
THOMAS LARSON	6131 NORTHVIEW CT	
THOMAS LARSON	6131 NORTHVIEW CT LOT 13	Thomas E Larson
Claudia Elmer	7872 Mountain View LOT 3	Claudia Elmer

[ATTACH MEETING MINUTES OF OWNERS MEETING]



VG-31-2024-90390

Denton County
Juli Luke
County Clerk

Instrument Number: 90390

Real Property Recordings
AMENDMENT

Recorded On: August 22, 2024 11:46 AM

Number of Pages: 10

" Examined and Charged as Follows: "

Total Recording: \$61.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

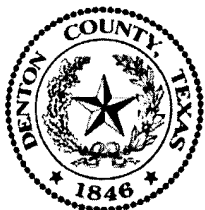
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 90390
Receipt Number: 20240822000269
Recorded Date/Time: August 22, 2024 11:46 AM
User: Marlene F
Station: Station 6

Record and Return To:

MOUNTAIN VIEW PROPERTY OWNERS ASSOCIATION



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.

Juli Luke
County Clerk
Denton County, TX

STATE OF TEXAS §
 §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS

FIRST AMENDED COVENANT ENFORCEMENT AND FINING POLICY
For
MOUNTAIN VIEW PROPERTY OWNERS ASSOCIATION

WHEREAS, the Mountain View Property Owners Association (the “Association”), by and through its Board of Directors (the “Board”), previously adopted a Covenant Enforcement And Fining Policy (“Original Enforcement Policy”) recorded on May 18, 2009 as Instr. No. 2009-59346 in the Real Property Records of Denton County, Texas; and

WHEREAS, the Board intends to update the fines and other provision contained in the Original Enforcement Policy, and whereas the Second Amended and Restated Deed Restrictions for Mountain View Ranch Property Owners Association (“Second Amended Restrictions”), as amended by that certain Third Amendment To Deed Restrictions executed on 1 AUGUST, 2024 and filed for record on _____, 2024 (“Third Amendment”) (the Second Amended Restrictions, as amended by the Third Amendment, the “Restrictions”) applies to the Association and the Property (as defined in the Restrictions and is referred to herein from time to time as Mountain View Ranch) is currently subject to, and for the levying of fines against violating Owners; and

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the restrictive covenants of the Restrictions and for the elimination of violation of such provisions found to exist in, on and about the Lots described on Amended Final Plat Mountain View Ranch recorded as Doc. No. 1993-26236 in Cabinet/Volume I, Page 240, 241, 242 of the Denton County Plat Records within the Mountain View Ranch, and the same are to be known as the “First Amended Covenant Enforcement and Fining Policy for Mountain View Property Owners Association” (to be referred to herein as the “Enforcement Policy” and/or “Policy”), and the Board is approving in writing, as evidenced below, this Enforcement Policy hereby amending and restating the Original Enforcement Policy, in the discharge of its responsibilities for determination and enforcement of remedies for violations within Mountain View Ranch:

1. Establishment of Violation. Any condition, use, activity, or improvement which does not comply with the provisions of the Restrictions, Bylaws, or the rules sand regulations of the Association, as amended and/or supplemented from time to time, shall constitute a “Violation” under this Policy for all purposes.
2. Report of Violation. Any Owner or Member may report the existence of a Violation in writing to the Board, and the identity of said reporting Owner or Member shall remain confidential. The Board or its delegate shall conduct a field observation to verify the existence of a Violation. For the purpose of this Enforcement Policy, the delegate of the

Board may include Management, an officer of the Association or member of the Board, a member of the Architectural Control Committee, or a member of any other committee established by the Board for this purpose. The field observer shall in a timely manner prepare for each violation a written report stating the following:

- a. Identification of the nature and description of the Violation(s);
 - b. Identification by street address and legal description, if available, of the Lot on which the Violation exists;
 - c. Identification of the authority establishing that the subject improvements, modifications, etc. constitute a Violation(s); and
 - d. Date of the verification observation and name of the person making such observation.
3. Information 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 and opportunity to remedy or remove the Violation within a reasonable period of time to be specific by the contact 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 thirtieth (30th) day after the date the Board receives Owner's request for hearing. Prior to the effectiveness of any sanction hereunder, proof of proper notice of 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 office, director, agent or delegate who deliver such notice. The notice required 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, and the notice shall include the date, time and place of the hearing. The Board or the Owner may request a postponement, and, if the 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 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 an Owner.
7. Correction of Violation. Where the Owner corrects or eliminated 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. Subjection 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 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 personal 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 purpose 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 a 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 by reference. Unless otherwise defined herein, a capitalized term shall have the meaning ascribed to it in the Restrictions or Bylaws, as applicable.
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 First Amended 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 and a 66 2/3% majority of the Owners at a meeting of same on this 1 day of AUGUST 2024, 2024, and has not been modified, rescinded or revoked.

EXECUTED on this 1 day of AUGUST, 2024.

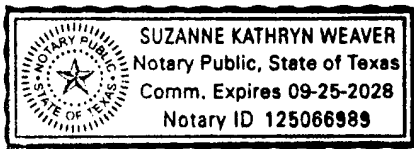
MOUNTAIN VIEW
PROPERTY OWNERS ASSOCIATION

By: _____
Secretary of the Board, Mountain View
Property Owners Association

Printed Name: _____

Dan Whitfield

Dan Whitfield - Vice President



State of Texas
County of Denton

The foregoing instrument was acknowledged before me
this 1 day of August 2024

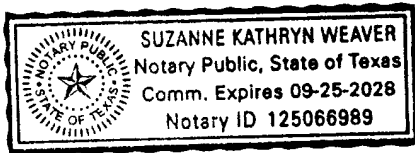
By Suzanne Kathryn Weaver

Personally known OR produced identification OR
Type identification produced None

Suzanne Kathryn Weaver
Notary Public

Ernie Reinhardt

-Secretary



State of Texas
County of Denton

The foregoing instrument was acknowledged before me
this 1 day of August 2024

By Suzanne Kathryn Weaver

Personally known OR produced identification OR
Type identification produced None

Suzanne Kathryn Weaver
Notary Public

Exhibit A

SCHEDULE OF FINES

Mountain View Property Owners Association

Violation of Restrictions, Article III – Improvement and Use Restrictions

Except for (i) a Violation of specific provisions in Section 3.01, Section 3.01A, or Section 3.15 of the Restrictions as addressed hereinbelow or (ii) a Violation of Section 3.13 of the Restrictions (the specific terms of such Violations set forth hereinbelow), a Violation for failure to comply with Article III of the Restrictions relating to Improvements and Use Restrictions shall be subject to a fine not to exceed \$50.00 (Fifty and No/100 Dollars) per calendar quarter per violation.

Short-Term Rental Violation (Restrictions Sections 3.01, 3.01A, 3.15(O))

A Violation for failure to comply with certain provisions in Restrictions Section 3.01, Section 3.01A, or Section 3.15(O) constitutes a "Short-Term Rental Violation". A Short-Term Rental Violation shall be subject to a fine not to exceed \$10,000.00 (Ten Thousand and No/100 Dollars) per calendar quarter per violation.

Any Violation for failure to comply with the following from Section 3.01 is a Short-Term Rental Violation:

These Restrictions expressly prohibit the use of any Lot for vacation rentals or short-term rentals; the construction of or use of any Lot for a duplex, duplex apartment, garage apartment, or other apartment use; and, subject to the limited exceptions above, commercial or professional use. Rentals, leases, or other tenancies of less than six (6) months are expressly prohibited.

Any Violation for failure to comply with the following underlined text from Section 3.01A is a Short-Term Rental Violation:

Nothing in these Restrictions shall prevent the rental of any Lot and Dwelling or Residence thereon by the Owner thereof for single-family residential purposes; provided that all rentals must be for terms of at least six (6) months.

Any Violation for failure to comply with the following Section 3.15(O) is a Short-Term Rental Violation:

These Restrictions expressly prohibit the use of any Lot for vacation rentals or short-term rentals; the construction of or use of any Lot for a duplex, duplex apartment, garage apartment, or other apartment use; and, subject to the limited exceptions above, commercial or professional use. Rentals,

leases, or other tenancies of less than six (6) months are expressly prohibited.

Violation of Section 3.13 of the Restrictions – 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 \$100.00 (One Hundred and No/100 Dollars) per calendar quarter per violation.

Violation of Section 4.05 of the Restrictions – 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.



VG-342-2024-90391

Denton County
Juli Luke
County Clerk

Instrument Number: 90391

Real Property Recordings
MISCELLANEOUS

Recorded On: August 22, 2024 11:46 AM

Number of Pages: 13

" Examined and Charged as Follows: "

Total Recording: \$73.00

***** 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: 90391
Receipt Number: 20240822000269
Recorded Date/Time: August 22, 2024 11:46 AM
User: Marlene F
Station: Station 6

Record and Return To:

MOUNTAIN VIEW PROPERTY OWNERS ASSOCIATION



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.

Juli Luke
County Clerk
Denton County, TX

**BY-LAWS OF
MOUNTAIN VIEW RANCH
PROPERTY OWNERS' ASSOCIATION
Amended August 2024**

ARTICLE ONE

REGISTERED OFFICE

1.01 The original registered office of the Corporation was located at R.R. 12, Wimberley Mtn. Plaza #2, P.O. Box 896, Wimberley, TX 78676. The name of the registered agent of the Corporation at such address was Charles D. Patterson.

1.02 The current address of the Corporation is:

MOUNTAIN VIEW RANCH Property Owners Association
P.O. Box 56
Aubrey, TX 76227

ARTICLE TWO

DEFINITIONS

2.01 As used in these By-Laws, the following definitions shall apply:

A. **MOUNTAIN VIEW RANCH SUBDIVISION:** Those portions of the property described on Exhibit "A" as are included in any section of the MOUNTAIN VIEW RANCH SUBDIVISION, as such sections are shown by plats of record among the Plat Records of Denton County, Texas, whether such plats are presently on record or are hereinafter to be recorded, so long as such properties are bound by any subdivision restrictions promulgated by

PROPERTIES OF THE SOUTHWEST INC., its successors or assigns, which subdivision restrictions provided for the payment of assessments to PROPERTIES OF THE SOUTHWEST, INC. until assigned to the Corporation herein.

B. MEMBERS:

1. Ownership of each lot in MOUNTAIN VIEW RANCH SUBDIVISION shall entitle the owner thereof to one membership in the Corporation. Members of the Corporation shall include all those persons or entities who are voting members, non-voting members, or advisory members of the Corporation as provided below.
2. For purposes of these provisions, those persons who have purchased any of the lots in MOUNTAIN VIEW RANCH SUBDIVISION under the provisions of any Contracts of Sale and Purchaser with the Veterans Land Board of the State of Texas shall be considered as "members" of the Corporation, and the State of Texas shall not be considered as a member of the Corporation. In the case of any lots owned by two or more persons or entities other than one individual, the owner or owners thereof may designate one person in writing as the person eligible for membership.
3. A person shall be considered as an owner of a lot in the MOUNTAIN VIEW RANCH SUBDIVISION only after such person has received legal title to such lot, or after legal title to such lot has been transferred by PROPERTIES OF THE SOUTHWEST, INC. (its successors or assigns) to the individual, the entity, or the Veterans Land Board of the State of Texas.

C. VOTING MEMBERS: All those persons or entities owning a lot or lots in the MOUNTAIN VIEW RANCH SUBDIVISION who are (a)

current in the payment of any and all assessments due to Properties of the Southwest, Inc. or the Corporation, (b) not otherwise in default under any of the subdivision restrictions affecting such lot or lots in the MOUNTAIN VIEW RANCH SUBDIVISION, and (c) are current in all other dues or other obligations to the Corporation. PROPERTIES OF THE SOUTHWEST, INC., its successors or assigns, shall not be considered a voting member of the Corporation.

D. NON-VOTING MEMBERS: Non-voting members of the Corporation shall be those members who are in arrears for more than thirty (30) days in the payment of any assessments to be provided for hereunder, or in the payment of any other dues or accounts of the Corporation, or in default in the performance of any of the obligations contained in any of the subdivision restrictions affecting the MOUNTAIN VIEW RANCH SUBDIVISION. However, no member shall be considered to be in default in the payment of any other dues or accounts, due to PROPERTIES OF THE SOUTHWEST, INC. or the Corporation, nor will they be considered to be in default in the performance of any other obligations under the subdivision restrictions of the MOUNTAIN VIEW RANCH SUBDIVISION unless such member has been notified of such default by a written statement for at least 30 days. Notice shall be conclusively deemed as having been given if the notice has been deposited in the U.S mails, with postage properly prepaid, addressed to the last known address of the member as shown by the records of the Corporation.

E ADVISORY MEMBERS: PROPERTIES OF THE SOUTHWEST INC, the developer of MOUNTAIN VIEW RANCH SUBDIVISION, its successors and assigns, shall be an advisory member of the Corporation. An advisory member of the Corporation shall not have the right to vote in any meeting of the Corporation but shall be entitled to have a representative present at all meetings of the

Corporation, and at all meetings of the Board of Directors of the Corporation. The right of PROPERTIES OF THE SOUTHWEST INC, its successors and assigns, to be considered an advisory member of the Corporation may not be revoked. The Board of Directors of the Corporation may designate any other person or entity as an advisory member of the Corporation. If so designated, such advisory member of the Corporation shall serve as an advisory member for so long as the Board of Directors shall permit.

F. **DEFAULT:** A member shall be in default, as provided for herein, if such member shall have failed to pay any assessments to the Corporation, as provided for in any subdivision restrictions of the MOUNTAIN VIEW RANCH SUBDIVISION, for more than thirty days after the same shall become due. A member shall further be considered to be in default, if he has violated any of the terms, conditions, or stipulations of the restrictions affecting the MOUNTAIN VIEW RANCH SUBDIVISION, or is in violation of any local, state, or federal law, order, rule, or regulation, has been notified of such violation, and has refused to correct such violation within thirty days after the date such notice was sent.

ARTICLE THREE

MEMBERS MEETINGS

3.01 **Meeting venue:** All meetings of the members shall be held at the registered office of the Corporation or at any other place within or outside this state as may be designated for that purpose from time to time by the Board of Directors.

3.02 **Annual meeting of the members:** The annual meeting of the members shall be held each year in January or February.

3.03 Notice of meetings: Notice of the meeting, stating the place, date, and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given in writing to each member (whether voting, non-voting, or advisory) at least five by not more than thirty days before the date of the meeting either personally or by mail or other means of written communication addressed to the member at his address appearing on the books of the Corporation or give by him to the Corporation for the purpose of notice. Notice is adjourned meetings is not necessary until the meeting is adjourned for thirty days or more, in which case notice of the adjourned meeting shall be given as in the case of any special meeting.

3.04 Special meetings: Special meetings of the members for any purpose or purposes whatsoever may be called at any time by the President, or by the Board of Directors, or by any two or more directors. Any special meeting must be called for specific purposes, which purposes shall be identified in the call of the meeting and notice of the meeting.

3.05 Quorum: Ten percent of the voting members constitutes a quorum for transaction of business. Once the presence of a quorum has been confirmed, business may continue despite any failure to maintain a quorum during the remainder of the meeting.

3.06 Voting: Only persons listed as voting members on the date of the meeting shall be entitled to vote at such meeting. Any non-voting member may elevate his status to a voting member by curing any default prior to the stated time of the meeting. Votes shall be apportioned by lots, i.e., each lot shall be entitled to one vote, and therefore, if any voting member owns two or more lots, he shall be entitled to the same number of votes as he shall own lots. There shall be no fractional voting, but rather, if a lot is owned by two or more persons, that lot shall be entitled to only one vote and shall not

be entitled to split that vote, and the owners of such lot must, in writing, designate one of their members to be the voting member of the Corporation. A voting member may execute a written proxy granting to another voting member or to an advisory member, the right to cast such voting member's vote at any meeting. A voting member may not grant a proxy to a non-voting member as defined in Article 2.01 D.

3.07 Presiding officer: All meetings of the membership shall be presided by the President of the Corporation, and shall be conducted in accordance with Roberts Rules of Order.

ARTICLE FOUR

BOARD OF DIRECTORS

4.01 The management of the Corporation shall be vested in a Board of Directors consisting of three directors, which board shall have full power and authority to carry out the purposes of the Corporation and to do any and all lawful acts necessary or profitable thereto. The director shall act only as the Board, and an individual director shall have no power as such. The powers of the Corporation shall be exercisable by the Board of Directors or under its authority, and the action of the President of the Corporation shall be controlled by the Board of Directors, subject however, to such limitations as are imposed by law, the Articles of Incorporation, or these By-Laws as to the actions to be authorized or approved by the members. The Board of Directors may, by contract or otherwise, give general or limited special power and authority to the officers and employees of the Corporation to transact the general business, or any special business of the Corporation, and may give powers of attorney to agents of the Corporation to transact any special business required by such authorization.

4.02 The authorized number of directors of this Corporation shall be three. The directors need not be members of the Corporation. The number of directors may be increased or decreased from time to time by amendment to these By-laws, but no decrease shall have the effect of shortening the term of any incumbent director. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of the members called for that purpose.

4.03 The directors shall be elected annually by the voting members, and shall hold office until their respective successors are elected, or until their death, resignation, or removal.

4.04 Vacancies of the Board of Directors may be filled by a majority of the remaining directors, or by the sole remaining directors. The voting members may elect a director at any time to fill any vacancy not filled by the directors. The entire Board of Directors or any individual director may be removed from office with or without cause by a vote of the majority of the voting members at any regular or special meeting of the members.

4.05 All meetings of the Board of Directors shall be held at the principal office of the Corporation or at such place within or outside the State as may be designated from time by resolution of the Board or by written consent of all of the members of the Board. Regular meetings of the Board of Directors shall be held, without call or notice, immediately following each annual meeting of the membership of the Corporation, and at such other times as the directors may determine.

4.06 Special meetings of the Board of Directors for any purpose shall be called at any time by the President, or if the President is absent or unable or refuses to act, by the Vice-President or by any two directors. Written notices of the special meetings, stating the

time and in general terms the purpose or purposes thereof, shall be mailed ten (10) days prior to the meeting or personally delivered to each director not later than three (3) days before the day appointed for the meeting.

4.07 A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present shall be regarded as an act of the Board of Directors, unless a greater number is required by law or by the Articles of Incorporation.

4.08 Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, and with the same force and effect as the unanimous vote of the Directors, if all of the members of the Board shall individually and collectively consent in writing to the action.

4.09 A quorum of the directors may adjourn any directors' meeting to meet again at a stated hour on a stated day. Notice of the time and place where an adjourned meeting will be held need not be given to absent directors if the time and place is fixed at the adjourned meeting. In the absence of a quorum, a majority of the directors present at any directors' meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

4.10 The President, or in the President's absence, any director selected by the directors present, shall preside at meetings of the Board of Directors . The Secretary of the Corporation or, in the Secretary's absence, any person appointed by the presiding officer, shall act as Secretary of the Board of Directors.

4.11 Directors and members of the committees shall not receive any compensation for their services. They may receive reimbursement for actual expenses incurred only upon the submission of appropriate written evidence of such expenses incurred.

4.12 The Board of Directors may authorize the Corporation to pay expenses incurred by, or to satisfy a judgment or fine rendered or leveled against present or former Directors, officers, or employees of this Corporation as provided by Article 1396.22A of Title 32 of the Miscellaneous Corporation Act of the State of Texas.

ARTICLE FIVE

OFFICERS

5.01 The officers of the Corporation shall be a President, a Vice-President, a Secretary, a Treasurer, and such assistants and other officers that the Board of Directors shall from time to time determine. Any two offices may be held by one person. All officers shall be elected by and hold office at the pleasure of the Board of Directors, which shall fix the compensation and tenure of all officers.

5.02 The officers of the Corporation shall have the power and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the Board of Directors.

ARTICLE SIX

EXECUTION OF INSTRUMENTS

6.01 The Board of Directors may, in its discretion, authorize an officer or officers, or other person or persons, to execute any corporate instrument or document, or to sign the corporate name

without limitation, accept where otherwise provided by law, and such execution or signature shall be binding on the Corporation.

ARTICLE SEVEN

MISCELLANEOUS

7.01 The Board of Directors, on behalf of the Corporation, shall have the authority to employ such agents or employees as the Board of Directors shall deem appropriate for carrying out the purposes of this Corporation.

7.02 There shall be no initiation fees for the membership in the Corporation. The Board of Directors shall have discretion over the disposition of any and all assessments paid as provided for in any of the subdivision covenants, restrictions, and requirements imposed on any lot I the MOUNTAIN VIEW RANCH SUBDIVISION. Subject to the approval of the majority of the voting members at a meeting of the membership duly convened, the Board of Directors may increase or decrease the assessments described in the subdivision restrictions, restrictive covenants, and conditions affecting any lot of the MOUNTAIN VIEW RANCH SUBDIVISION as shown by recorded instruments filed for record in Denton County, Texas. All of the provisions relating to such increases and decreases, and to such assessments, which are shown by recorded instruments affecting any lot of the MOUNTAIN VIEW RANCH SUBDIVISION as shown by recorded instruments filed for record in Denton County, Texas. All of the provisions relating to such increases and decreases, and to such assessments, which are shown by recorded instruments affecting any lot of the MOUNTAIN VIEW RANCH SUBDIVISION, or which may be hereinafter filed as to any subsequently created section of the MOUNTAIN VIEW RANCH SUBDIVISION are hereby incorporated herein by reference as if stated in full.

7.03 The Board of Directors shall have the authority to appoint such committees to assist it in the managing of the Corporation as it shall deem appropriate, and to appoint to such committees either members or non-members of the Corporation. Such committees shall be of such number and serve such functions as the Board of Directors may determine; however, there shall always be created an Architectural Control Committee as is described in the subdivision restrictions, restrictive covenants, and conditions affecting any and all units of the MOUNTAIN VIEW RANCH SUBDIVISION as shown by recorded instruments in Denton County, Texas.

7.04 The Corporation shall not enter into any contract to pay and shall not pay, any salary or other remuneration to any officer, director or committee member for their services as such, nor in any other capacity, regardless of the capacity in which they may act. However, nothing in this section shall prevent the Corporation from reimbursing any officer or director for actual expenses incurred by such director or officer in the performance of his duties.

7.05 Any and all funds of the Corporation shall be deposited in a bank account owned by the Corporation. All demand withdrawal instruments and checks on such bank account shall bear the signature of at least two authorized persons, the identity of whom shall be made by the Board of Directors, and who may, but do not have to be members of the Corporation.

7.06 All books and records provided for by statute shall be open to inspection by the members at any reasonable time.

7.07 The power to alter, amend, or repeal these By-Laws is vested in the Board of Directors, subject to repeal or change by the action of the members.

ADOPTED by the Directors on this the 1st day of August, 2024.

Ingrid McPherson
Ingrid McPherson
President and Director

Dan Whitfield
Dan Whitfield
Vice President and Director

ATTEST:

[Signature]
Ernie Reinhardt
Secretary

State of Texas
County of Denton
The foregoing instrument was acknowledged before me
this 1 day of August 2024
By Suzanne Weaver
Personally known OR produced identification X
Type identification produced license

Suzanne Kathryn Weaver
Notary Public

