

# **ARTICLES OF INCORPORATION**

FILED  
In the Office of the  
Secretary of State of Texas

ARTICLES OF INCORPORATION

MAR 25 1988

OF

MIRA VISTA HOMEOWNERS ASSOCIATION, INC.  
(A Texas Non-Profit Corporation)

Corporations Section

Tarrant County, Texas

The undersigned natural person of the age of eighteen (18) years or more, acting as a sole incorporator of a corporation (hereinafter called the "Corporation") under the Texas Non-Profit Corporation Act (hereinafter called the "Act") does hereby adopt the following Articles of Incorporation.

ARTICLE I

NAME

The name of the Corporation is MIRA VISTA HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

NON-PROFIT CORPORATION

The Corporation is one which does not contemplate pecuniary gain or profit to the Members thereof, and it is organized solely for non-profit purposes.

ARTICLE III

DURATION

The period of the duration of the Corporation is perpetual.

ARTICLE IV

PURPOSES AND POWERS

1. The Corporation does not contemplate pecuniary gain or profit to the Members thereof, and its specific and primary

purpose is to govern, improve, operate and maintain the Common Properties (as defined in the Declaration) (the "Property") located in Mira Vista, an Addition to the City of Fort Worth, Tarrant County, Texas ("Mira Vista"), as provided in the Declaration of Covenants, Conditions and Restrictions for Mira Vista (the "Declaration") duly recorded in Volume 9074, Page 1082, Deed Records of Tarrant County, Texas.

2. The general purposes and powers are:

a. To promote the common good, health, safety and general welfare of the residents within the Property;

b. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation arising from the Declaration applicable to the Property, as amended from time to time, the Declaration being incorporated herein by reference for all purposes;

c. To enforce applicable provisions of the Declaration, the Bylaws of Mira Vista Homeowners Association, Inc. (the "Bylaws"), any rules and regulations of the Corporation and any other instrument for the management and control of the Property;

d. To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to contract for and pay all expenses in connection with the maintenance, landscaping, utilities, materials, supplies and services relating to the Property and

facilities thereon; to employ personnel reasonably necessary for administration and control of the Property, including lawyers and accountants where appropriate; and to pay all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes and special assessments which are or would become a lien on any portion of the Property;

e. To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Corporation under the Act may now or hereafter have or exercise;

f. To acquire (by purchase, grant or otherwise), annex and merge, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation.

g. To borrow money, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred in accordance with the Declaration limitations; and

h. To act in the capacity of principal, agent, joint venturer, partner or otherwise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and the purposes and powers in each clause shall not be limited or restricted by



reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Corporation.

#### ARTICLE V

##### REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Corporation is 6688 North Central Expressway, Suite 1000, Dallas, Texas 75206, and the name of its initial registered agent at such address is Richard J. Landon.

#### ARTICLE VI

##### INITIAL BOARD OF DIRECTORS

The initial Board of Directors of the Corporation shall consist of three (3) Members; thereafter, the number of Directors of the Corporation shall be fixed in accordance with the Bylaws adopted by the Corporation. The names and addresses of the persons who shall serve as Directors until the first annual meeting of Members or until their successors shall have been elected and qualified are as follows:

| <u>NAME</u>       | <u>ADDRESS</u>                                          |
|-------------------|---------------------------------------------------------|
| Richard J. Landon | 6688 N. Central Exp., Suite 1000<br>Dallas, Texas 75206 |

Jerry L. Thomas

4200 South Hulen  
Suite 304  
Fort Worth, Texas 76109

Burt H. Baine

4200 South Hulen  
Suite 304  
Forth Worth, Texas 76109

# ARTICLE VII

## MEMBERSHIP

The authorized number of and qualifications for membership in the Corporation along with the appurtenant voting rights and other privileges due Owners of the Property shall be as set out in the Declaration. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the Declaration shall be a Member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment by the Corporation.

# ARTICLE VIII

## DISSOLUTION

The Corporation may be dissolved in accordance with the limitations set out in the Declaration. In the event of liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily, the Directors shall dispose of the Property and assets of the Corporation in such manner as they, in the exercise of their discretion (as set out in the Declaration), deem appropriate; provided, however, that

such disposition shall be exclusively in the furtherance of the object and purposes of which the Corporation is formed, and shall not accrue to the benefit of any Director of the Corporation or any individual having a personal or private interest in the affairs of the Corporation or any organization which engages in any activity in which the Corporation is precluded from engaging.

#### ARTICLE IX

##### INDEMNIFICATION

a. Each person who was or is made a named defendant or respondent or is threatened to be made a named defendant or respondent in any action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "proceeding"), or in any appeal in, or investigation that could lead to, such a proceeding, by reason of the fact that he or she is or was a Director or Officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the

applicable laws of the State of Texas, including, without limitation, the Texas Business Corporation Act and the Texas Miscellaneous Corporation Laws Act, as the same exist or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expenses, liability and loss (including without limitation attorney's fees, court costs, judgments, fines, excise and similar taxes or penalties and amounts paid or to be paid in settlement) reasonably and actually incurred or suffered by such person in connection therewith. The right to indemnification conferred in this Article IX shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, that, if the law of the State of Texas requires, the payment of such expenses incurred by a Director or Officer in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such Director or Officer, to repay all amounts so advanced if it shall ultimately be determined that such Director or Officer is not entitled to be indemnified under this Article IX or otherwise. The Corporation may, by action of its Board of Directors, provide indemnification to employees and agents of

the Corporation with the same scope and effect as the foregoing indemnification of Directors and Officers.

b. If a claim under paragraph (a) of this Article IX is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the laws of the State of Texas for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the laws of the State of Texas nor an actual determination by the Corporation (including its Board of Directors, independent

legal counsel, or its Members) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

c. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article IX shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, bylaw, agreement, vote of the Members or disinterested Directors or otherwise.

d. The Corporation may maintain insurance, at its expense, to protect itself and any Director, Officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the laws of the State of Texas.

#### ARTICLE X

##### LIABILITY OF DIRECTORS

To the fullest extent permitted by the laws of the State of Texas as the same exist or may hereafter be amended, a Director of the Corporation shall be free of liability to the

Corporation or its Members for monetary damages for an act or omission in the Director's capacity as a Director.

ARTICLE XI

INCORPORATOR

The name and street address of the incorporator of the Corporation is:

NAME

ADDRESS

Jenice L. Meagher

6000 First Republic Bank Plaza  
901 Main Street  
Dallas, Texas 75202

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of March, 1988.

Jenice Meagher  
JENICE L. MEAGHER

STATE OF TEXAS §  
COUNTY OF DALLAS §

I, the undersigned authority, a Notary Public in and for the said County and State, do hereby certify that on this \_\_\_ day of March, 1988, personally appeared before me, Jenice L. Meagher, who being by me first duly sworn, declared that she is the person who signed the foregoing document as Incorporator, and that the statements therein contained are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date and year above written.

Christina H. Linardos  
Notary Public in and for  
the State of Texas

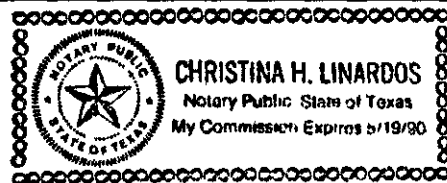
My Commission Expires:

5/19/90

Printed Name of Notary Public:

73760

- 10 -







# The State of Texas

## Secretary of State

### CERTIFICATE OF INCORPORATION

OF

MIRA VISTA HOMEOWNERS ASSOCIATION, INC.  
CHARTER NUMBER 01072004

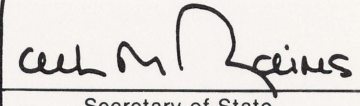
THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,  
HEREBY CERTIFIES THAT ARTICLES OF INCORPORATION FOR THE ABOVE  
CORPORATION, DULY SIGNED AND VERIFIED HAVE BEEN RECEIVED IN THIS  
OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY  
VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES  
THIS CERTIFICATE OF INCORPORATION AND ATTACHES HERETO A COPY OF THE  
ARTICLES OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE THE  
USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF ANOTHER  
UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW, THE  
ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED MAR. 25, 1988



  
Secretary of State



# **BYLAWS**

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

TAYLOR OLSON ADKINS  
6000 WESTERN PLACE STE 200  
FT WORTH, TX 76107

Submitter: TAYLOR OLSON ADKINS

**DO NOT DESTROY**  
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Instrument #: D212007672

AFF 83 PGS \$340.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D212007672

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK



## BYLAWS

MIRA VISTA HOMEOWNERS ASSOCIATION, INC.

(A Texas Non-Profit Corporation)

Revised December 2011

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ARTICLE 1.  
NAME, PURPOSE, PRINCIPAL OFFICE, AND DEFINITIONS

1.1 Name. The name of the Association shall be Mira Vista Homeowners Association, Inc. ("Association"). The Association is a Texas Non-Profit Corporation organized under the Texas Business Organizations Code.

1.2 Purpose. The purpose for which this non-profit Association is formed is to govern, operate and maintain the Common Properties (as defined in Article 2, Section 2.15 hereof) situated in Mira Vista, an Addition to the City of Fort Worth, Tarrant County, Texas ("Mira Vista"), according to the Plat thereof (the "Plat") recorded in Volume 388-207, Pages 61, 62 and 63 of the Map Records, Tarrant County, Texas (Mira Vista being sometimes hereinafter referred to as the "Property"). The Association shall operate and maintain a system that will enhance the security of the Members and Common Properties and shall enforce the covenants, conditions, restrictions, uses, limitations, obligations and maintenance and landscape of common areas and all other provisions set forth in the Declaration.

1.3 Non-Profit. This Association is not organized for profit. No property Owner, Member of the Board of Directors ("Board") or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to or be paid as a salary or as compensation to, or distributed to or inure to the benefit of any Member of the Board; provided, however, always (1) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association and (2) that any Member of the Board may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association, subject to prior approval by the Board.

1.4 Principal Office. The principal office of the Association shall be located in Tarrant County, Fort Worth, Texas. The Association may have other such offices as the Board may determine or as the affairs of the Association may require.

1.5 Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Unless otherwise defined in these Bylaws, capitalized terms shall have the same meaning as set forth in the Declaration. Utilizing the masculine pronoun should be understood to include the feminine when appropriate.

*Declaration* shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Mira Vista Homeowners Association filed in the Deed Records of Tarrant County, Texas, as amended from time to time.

*Dedictory Instrument* shall mean any document that governs the Mira Vista community, including all rules and policies of the Association's Board of Directors, the Declaration and these Bylaws.

ARTICLE 2.  
ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM VOTING, PROXIES

2.1 Membership. Property ownership in Mira Vista shall constitute membership in the Association.

2.2 Obligations of Members. All Members shall be obligated to pay the assessments imposed by the Association in accordance with the Declaration.

2.3 Place of Meetings of Members. Meetings of the Members shall be held within the Common Properties or at such other suitable place within Tarrant County, Texas as may be designated by the Board.

2.4 Annual Meetings of Members. The Association will hold an Annual Meeting of the Members on the fourth (4th) Tuesday of February each year.

2.5 Special Meetings of Members. The President may call Special Meetings of the Members. In addition, it shall be the duty of the President to call a Special Meeting of the Members if so directed by resolution of the Board or upon a

petition signed by Members representing at least five (5) percent of the Membership. A properly called Special Meeting shall be held within forty-five (45) days after receipt by the President of such request, resolution or petition.

2.6 Notice of Meetings of Members. Written notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally, by mail or by electronic mail, or other similar communication devices to each Member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President, Secretary, Officers or persons calling the meeting. In the case of a Special Meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No other business shall be transacted at a Special Meeting of the Members except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage prepaid.

2.7 Adjournment of Meetings. If any meeting of Members cannot be organized because a quorum has not been reached, the Members who are present, either in person or by proxy, may adjourn the meeting until a quorum is attained.

2.8 Voting. Each Member shall have one vote in all Association matters as defined by their ownership. Multiple properties, which have been platted together, will constitute one vote. Multiple properties, each platted separately, shall constitute one vote per property.

2.9 Proxies. Except for the election of Board Members, which shall be by ballot vote, a Member may vote in person or by proxy on any matter as to which such Member is entitled to vote. Each proxy shall be in writing, dated, signed and filed with the Secretary prior to the meeting for which it is to be effective. Proxies may be delivered to the Secretary by personal delivery, U.S. mail or telecopy to any Board Member or the professional Management Agent, if any. Unless otherwise provided in the proxy, a proxy shall cover all votes which the Member giving such proxy is entitled to and, in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail or, if dated as of the same date, both shall be deemed invalid. No proxy shall be valid more than ninety (90) days after its execution unless otherwise provided in the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Member's property.

2.10 Majority. As used in these Bylaws, the term "majority" shall mean more than fifty (50) percent of the votes cast for any particular election, proposal or motion.

2.11 Quorum. Except as otherwise provided in these Bylaws, the presence of Members, or proxies, representing over thirty (30) percent of the Members in the Association shall constitute a quorum at all meetings of the Association. If the required quorum is not met at the first meeting, one additional meeting may be called, subject to the notification requirements set forth in these Bylaws and held within sixty (60) days of the first meeting, and the required amount for quorum shall be reduced to fifteen (15) percent of the Members. Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

2.12 Conduct of Meetings. The President shall preside over all meetings of the Association, unless the president is incapacitated, in which case the vice president will assume the duties of the president. The Secretary or their appointee shall keep the minutes of the meetings and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. "Roberts Rules of Order" (Revised) shall determine the conduct of business for the Association when deemed by the Board to be appropriate.

2.13 Order of Business. The order of business at all meetings of the Members shall be as follows but not limited to:

- a) Roll call.
- b) Proof of notice of meeting or waiver of notice.
- c) Reading of minutes of preceding meeting or waiver of said reading.



- d) Reports of Officers and Directors.
- e) Reports of Committees.
- f) Presentation of the Budget
- g) Report of Association Management Agent or Director, if applicable.
- h) Election Results Announced, if applicable.
- i) Unfinished business.
- j) New business.

2.14 Common Properties. As used in these Bylaws the term "Common Properties" shall mean and refer to all areas of land within the property which are known, described or designated as common green, common areas, recreational easements, greenbelts, open spaces or private streets on any recorded subdivision plat of the Property or intended for or devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or may hereafter be constructed or installed thereon and including all equipment, accessories and machinery used in the operation or maintenance of any of such Common Properties and any additions to or replacements of such Common Properties.

### ARTICLE 3.

#### BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

3.1 Number, Election and Right to Serve. The Mira Vista Board of Directors shall consist of seven (7) qualified Members who shall be elected by a majority of the votes cast by proxy ballot prior to the Annual Meeting in accordance with Article 4 of these Bylaws. The Board members shall thereafter govern the affairs of the Association, with each Board member having one vote, and shall serve on the Board until the expiration of their term or until duly removed by the Members in accordance with the terms of these Bylaws or until the date the Director resigns, becomes deceased or is unable to perform the duties of a Director due to a disability or is otherwise no longer qualified to be a Director.

3.2 General Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and the operation and maintenance of a first class residential community. The Board may do all such acts and things except as prohibited by law or these Bylaws.

3.3 Other Powers and Duties. Such powers and duties of the Board shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the Members.

- a) Administration. To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration, the Bylaws of the Association and supplements and amendments thereto.
- b) Rules. To establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation, use and occupancy of the Common Properties and Property with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each Member annually. All updates shall be made available to the Members and posted on the Association's website within twenty-one (21) days of ratification.
- c) Maintenance of Common Areas. To keep in good order, condition and repair all of the Common Areas and all items of common personal property used by the Members in the enjoyment of the entire community.
- d) Insurance. To insure and keep insured all of the insurable Common Areas of the property in an amount equal to their replacement value as is provided in the Declaration. To insure and keep insured all of the common fixtures, equipment and personal property for the benefit of the Members. Further, to obtain and maintain comprehensive liability insurance covering the Common Areas.
- e) Budget: Determine Assessments. To prepare a budget for the common services, at least annually, determine the amount of common expenses payable by the Members to meet the financial needs of the Association, and assess

such common expenses among the Members, and by a majority vote of the Board to adjust, decrease or increase, the amount of the quarterly assessments; as well as levying and collecting special assessments whenever, in the opinion of the Board, it is necessary to do so. Any capital expenditure not included in the annual budget and in excess of \$250,000 requires a vote of a majority of the Members for approval.

- f) Enforcement of Assessment Lien Rights. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from a Member who may be in default as is provided for in the Declaration and these Bylaws. To file liens against the properties of the Members, and to file suit for judicial foreclosure on said liens in accordance with the terms of the Declaration and applicable law, and, to collect interest, late fees and reasonable attorney's fees as permitted by law for the collection of all unpaid amounts due and owing.
- g) Protect and Defend. To protect and defend the Common Properties from loss and damage by suit or otherwise.
- h) Borrow Funds. To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these Bylaws and to execute all such instruments evidencing such indebtedness as the Board may deem necessary.
- i) Contracts. To enter into contracts within the scope of their duties and powers, including seeking bids for contracts exceeding \$15,000 from at least three (3) competing suppliers and performing due diligence in selecting the bidder that provides the best overall value to the Association. All contracts must be re-submitted after expiration. "Emergency contracts" may be approved by a majority vote of the Board without the necessity of bidding. For the purpose of this subsection, an "emergency contract" is a contract that, due to an existing and ongoing emergency affecting the Association or the Property, must be entered into quickly to address the emergency. The determinations of whether such emergency exists, whether such emergency is ongoing and whether such emergency affects the Association or the Property shall rest solely within the discretion of the Board.
- j) Bank Account. To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board.
- k) Manage. To make repairs, additions, alterations and improvements to the Common Properties consistent with managing the Property in a first class manner and consistent with the best interest of the Members.
- l) Books and Records. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof by each of the Members as well as a mandatory financial review or audit of the books and records annually. The Board shall have a responsibility to provide assurance that the financial records are maintained on an accurate and timely basis. This assurance may be accomplished through the engagement of independent public accountants or through the examination by qualified Members and/or the Finance Committee.
- m) Annual Statement. To make available to each Member, at the Annual Meeting, an unaudited financial report. This requirement may be satisfied by posting the financial report or a link to such report on the Association's website on or before the date of the Annual Meeting. Such report shall include a statement which compares the actual revenue and expense with budgeted amounts for the year then ended and a proposed budget for the next calendar year. The report shall also include a Statement of Revenues and Expenditures for the three years then ended, a Statement of Cash Flows for the three years then ended and a Balance Sheet as of the end of the current and previous calendar year. A quarterly financial statement will also be posted on the Association's website within forty-five (45) days of the quarter end.
- n) Meetings. To meet at least twice annually, or more as determined by the President, in accordance with applicable law. Notice of regular meetings of the Board shall be given to each Director and Management Agent, personally or by mail, telephone, telefax or electronic mail, at least five (5) days prior to the day named for such meeting. The failure to provide the notice required by this subsection shall not be cause for the invalidation of any action taken by the Board in a meeting as long as a quorum of the Board attended and/or participated in the meeting and voted on

the action. An emergency meeting of the Board may be called at any time by the President without prior notice to the Directors. The Secretary or the Secretary's designee will be responsible to draft minutes of each meeting of the Board. The minutes of each meeting shall conform to the requirements of applicable law. The Management Agent of the Association, if any, will participate at all meetings of the Board unless excused by the President.

- o) Personnel. To designate, employ and dismiss the personnel as necessary for the maintenance and operation of the Common Properties or other administration of the Association.
- p) Administration of Association. In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the governance and operation of this Association.
- q) Management Agent. The Association may, but shall not be required to, employ a Management Agent(s) or Director, at a compensation mutually agreed upon between the Board and such agent or Director, to perform such duties and services as the Board shall authorize. The Management Agent or Director may be terminated by a majority vote of the Board. The Board may delegate to one of its Members the authority to act on behalf of the Board on all matters relating to the duties of the Management Agent or Director, if any, which might arise between meetings of the Board.
- r) Attorneys. The Association may, but shall not be required to, employ one or more attorneys, who shall be duly licensed to practice law in the State of Texas, to represent the Association as its general counsel and/or on any specific legal matter involving the Association. The Association's attorney shall represent the Association and not any individual Officer, Director, Member or employee of the Association. The Association's attorney shall attend meetings as requested and shall report to the Board as requested regarding any legal matter within the scope of the representation. The Association's attorney shall take direction and instruction only from the Board President and from a majority of the Directors. In the event of any conflict between the instructions given by the Board President and the Directors, the instructions of the Directors shall control. All communications between the Association's attorney and the Association and any Officer, Director or employee thereof, shall be confidential, pursuant to the attorney/client privilege, and shall not be subject to public disclosure by the Association's attorney or any individual Board Member without the consent of the Board or a duly issued court order. The Association's attorney shall not hold office as an Officer or Director of the Association or take any action that would create a personal or financial conflict of interest between the Association and the Association's attorney. Whether such conflict of interest exists is a matter to be decided on a case-by-case basis and only by the Board after full disclosure of the facts by the attorney. The Association may terminate the employment of its attorney at any time for any reason subject to any contractual obligations it may owe to its attorney.
- s) Ownership of Properties. To own, convey, encumber, lease or otherwise deal with all properties conveyed to it as the result of enforcement of liens for the Common Expenses or otherwise.
- t) All Things Necessary and Proper. To do all things necessary and proper for the sound and efficient management of the Common Properties.

3.4 No Waiver of Rights. The omission or failure of the Association or any Member to enforce the covenants, conditions, restrictions, easements, use limitations, obligations or other provisions of the Declaration, the Bylaws or the regulations and house rules adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof and the Board or the Management Agent shall have the right to enforce the same thereafter.

3.5 Election and Term of Office. Board Member's term will be two years. A Board Member may serve a maximum of two consecutive elected terms. After two consecutive elected terms, a Board member is ineligible for election or appointment to the Board for a period of one year. The terms of the Board will be staggered so as to have no more than four (4) seats up for election in any one year.

3.6 Vacancies on Board. Vacancies on the Board due to the Director's resignation, death or disability shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected. Any vacancy created for any other reason, including removal by a vote of the Members and disqualification by law, shall be filled by an election of the Members.

3.7 Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by two-thirds (2/3) of the Members, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. If any Director fails to attend three consecutive regular meetings of the Board, and whose absence has not been excused by the Board, that Director shall automatically be removed from the Board and a successor elected by the Members to fill the unexpired term.

3.8 Directors' Organizational Meeting. The first meeting of a newly elected Board following the Annual Meeting of the Members shall be held within ten (10) days thereafter at such place as shall be determined by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such a meeting, provided a majority of the whole Board shall be present. The sole purpose of this meeting is to elect Officers as directed in Article 5, Sections 5.1 and 5.2.

3.9 Directors' Special Meetings. Special Meetings of the Board may be called by the President on three (3) days notice to each Director and Management Agent. This notice shall be given personally, by mail, telephone, telefax or electronic mail and shall state the time, place (as hereinabove provided) and purpose of the Meeting. Special Meetings of the Board shall be called by the President, Vice President or Secretary of the Association in like manner and on like notice on the written request of two (2) or more Directors.

3.10 Quorum Required for a Meeting. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board.

3.11 Fidelity Bonds. The Board shall furnish adequate fidelity bonds for all Officers and Employees of the Association who are charged with the responsibility of handling Association funds. The premiums on such bonds shall be an expense of the Association.

3.12 Conflict of Interest. The Board shall use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of the properties of the Members and the Common Properties. All Directors shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to the Association. All Directors shall comply with all lawful provisions of the Declaration and the Association's Articles, Bylaws and Rules and Regulations.

A conflict of interest exists whenever any contract, decision or other action taken by or on behalf of the Board would financially benefit: a Director; a parent, grandparent, spouse, child or sibling of a Director; a parent or spouse of any of the persons in an entity in which a Director is a Director or Officer or has a financial interest.

Any potential conflict of interest on the part of any Director shall be verbally disclosed to the other Directors in open session at the first open meeting of the Board at which the interested Director is present prior to any discussion or vote on the matter. After disclosure, the Director may participate in the discussion but shall not vote on the matter. The minutes of the meeting shall reflect the disclosure made, the abstention from voting, the composition of the quorum and record who voted for and against.

Mira Vista Homeowners Board Members and any person related to such person within the second (2<sup>nd</sup>) degree of consanguinity and affinity may not also serve on the Mira Vista Country Club Board. However, to enhance communications between the two entities, a representative of Mira Vista Homeowners Association Board may serve in a non-voting, advisory position on the Mira Vista Country Club Board. Likewise, a representative of the Mira Vista Country Club Board may serve in a non-voting advisory position on the Mira Vista Homeowners Association Board.

3.13 Code of Ethics. In addition to the above, each Director and the Board as a whole shall adhere to the following Code of Ethics:

- a) No Director shall use his position for private gain, including for the purpose of enhancement of his financial status through the use of certain contractors or suppliers.
- b) No contributions will be made to any political parties or political candidates by the Association.
- c) No Director shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association.
- d) No Director shall accept a gift or favor made with intent of influencing decision or action on any official matter.
- e) No Director shall receive any compensation from the Association for acting as a volunteer.
- f) No Director shall knowingly misrepresent any facts to anyone involved in anything with the community which would benefit himself in any way.
- g) No Director shall interfere with a contractor engaged by the Association while a contract is in progress. All communications with Association contractors shall go through the President of the Board or in accordance with whatever policy for Association contractors may be adopted by the Board.
- h) No Director shall harass, threaten or attempt through any means to control or instill fear in any Member, Director or Agent of the Association.
- i) No promise of anything not approved by the Board as a whole can be made by any Director to any subcontractor, supplier or contractor during negotiations.
- j) Any Director convicted of a felony shall voluntarily resign from his position.
- k) Language and decorum at Board meetings will be kept professional. Personal attacks against Members, managers, service providers and Directors are prohibited and are not consistent with the best interest of the community.

The code of ethics shall be enforceable by the Board at the Board's discretion. Penalties for violations of the code of ethics may include: issuing a verbal or written reprimand, assessing monetary fines not to exceed \$50 or the amount of actual monetary loss, if any, whichever is greater, requesting the Director's resignation, and calling a special meeting of the Members to consider removal of the Director.

3.14 Compensation. No Member of the Board shall receive any compensation for acting as such. However, Members of the Board or Association may be reimbursed for approved expenses incurred by them in the performance of Association business.

#### ARTICLE 4 QUALIFICATIONS, ELECTION OF DIRECTORS, RECOUNT OF VOTES

4.1 Qualifications. Any Member may stand for election to the Board provided he or she has not been convicted of a felony or crime involving moral turpitude. All Members wishing to be elected to the Board must provide the Board with written consent to a criminal background check to establish that he or she is qualified by law to serve on the Board. If the Board receives written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Member has been convicted of a felony or crime involving moral turpitude, such Member

is ineligible to serve on the Board, is deemed to be automatically removed from the Board and shall be prohibited from serving on the Board in the future.

4.2 Election of Directors. The election of Directors, except for uncontested races, shall be conducted by a written proxy ballot, signed by the Members. All Members have a right to vote in an election of Directors. Ballots submitted electronically must clearly identify the name of the Member voting and the Member must be given an electronic receipt as proof of the ballot cast. All proxy ballots may be tabulated by any person authorized by law and by the Board to tabulate the ballots. No candidate or person related to a candidate for election as a Director may have access to the proxy ballots except during a recount process, if any is demanded, as described in section 4.3. The person tabulating the votes is prohibited from disclosing how any individual Member voted.

4.3 Recount of Votes. Any Member may demand a recount of the votes of an election by submitting a written request for a recount by certified mail, in person, or by regular mail to the address where the proxy ballots are mailed. Such request must be mailed or delivered within fifteen (15) days after the date of the meeting when the election results were announced. If a demand for a recount is submitted to the Association, the Association must contract with a person authorized by law to conduct the recount. The recount must take place within thirty (30) days after the date when the Association receives the recount demand or the date when the Association receives payment for the recount, whichever is later. The cost of the recount shall be paid in advance by the Member or Members demanding the recount. Notice of the results of the recount must be provided to the Member or Members demanding the recount. If the election results are overturned as a result of the recount, the Association shall reimburse the person or persons demanding the recount for the cost of the recount.

## ARTICLE 5 OFFICERS

5.1 Officers. The Officers of the Association shall be a President, Vice President, Secretary and Treasurer and they shall be elected by the Board from among the Members of the Board. The election of Officers will be by majority vote of the seated Board and will be done at the Organizational Meeting of the Board.

5.2 Election and Term of Office. The Officers of the Association shall be elected annually by the Board at the Organizational Meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors. Officers' terms will be one (1) year.

5.3 Powers and Duties. The Officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board.

5.4 President. The President shall be the Chief Executive Officer of the Association. He shall preside over and chair all meetings of both the Association and the Board. The President shall have all the general powers and duties which are usually vested in the office of President of an Association. He shall co-sign all promissory notes and instruments of conveyance with the Secretary and he, or his designee, shall co-sign all checks with the Treasurer or the Treasurer's designee. Unless otherwise specified in these Bylaws, the President is exempt from serving on standing committees though he will be considered an ex-officio member of all committees.

5.5 Vice President. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him by the Board.

5.6 Secretary. The Secretary shall keep the minutes of all meetings of the Board and other meetings of the Association or cause a third party to perform these duties. The Secretary shall be responsible for such books and papers as the Board may direct; shall co-sign all promissory notes and instruments of conveyance with the President; and shall, in general, perform, or cause to be performed, all the duties incident to the office of the Secretary.

The Secretary shall cause to be compiled and keep up to date, at the principal office of the Association, a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall be open to

inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours. In the Secretary's absence, any Officer directed by the Board shall perform all duties incident to the office of Secretary.

5.7 Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Board. However, a resolution of the Board shall not be necessary for disbursements made in the limits of a budget adopted by the Board. The Treasurer, or his designee, shall have the authority to co-sign all checks with the President, keep proper books of account and prepare an annual financial report as directed in Article 3, Section 3.3(m). The Treasurer may delegate all or part of the preparation, copying and notification duties to the Finance Committee, Management Agent, or both. The Treasurer shall oversee the distribution of dues notices and take any action necessary to collect past due fees and shall perform all other duties assigned to the Treasurer by the Board. The Treasurer shall have primary responsibility for the preparation of the Budget as provided for in the Declaration and these Bylaws and may delegate all or part of the preparation and notification duties to a Finance Committee, Management Agent or other as deemed appropriate.

5.8 President Emeritus. The immediate past president shall assume the position of President Emeritus until a later election results in a new immediate past president. This position has no specific powers and duties, does not vote and a vacancy in this position for any reason does not constitute a vacancy on the elected Board.

5.9 Removal and Vacancies. Any Officer may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby. A vacancy created for any reason may be filled by the Board, from the remaining Board, for the unexpired portion of the term. If at any time a Board or committee member is deemed to be "not in good standing," the Board may vote to suspend the Board or committee member until such time he is considered "in good standing."

5.10 Resignation. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later than specified time therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.11 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association (other than for the withdrawal of reserve funds) shall be executed by at least two Officers or by such other person or persons as may be designated by resolution of the Board.

5.12 Compensation. Compensation of Officers shall be subject to the same limitations as compensation of Directors under Article 3, Section 3.14 hereof.

## ARTICLE 6 STANDING COMMITTEES

6.1 General. In the best interest of the Association, these Bylaws hereby confirm or establish seven standing committees; Nominating, Security, Landscape, Finance, Architectural Control, Community Development and Communication.

6.2 Duties. Unless expressly detailed in these Bylaws, the charges and duties of the committees shall be defined by the Board and may be changed from time to time. Committees shall be bound to act within the guidelines as set forth by the Board, including the election of officers and the keeping of minutes.

6.3 Membership. Any Member may serve on a committee provided they meet the requirements as set forth in these Bylaws and by the Board. All committee members are appointed by and serve at the pleasure of the Board. The number of Members to serve on each of the standing committees will be established by the Board and may be changed from time to time. The membership of each committee shall include a minimum of one member of the Board. Each committee will elect the Chairperson from amongst their members.

6.4 Term Limits. Members may serve on any standing committee for a maximum of six (6) consecutive years. The maximum term limit rule begins at the adoption of these Bylaws.

6.5 Other. The Board of Directors may choose, at their discretion, to annually add a standing committee at any time with a majority vote.

6.6 Standing Committees. The standing committees are as follows:

a) Nominating. A Nominating Committee shall be annually assembled for the purpose of conducting and overseeing the annual election of Directors. Members shall serve until a new committee is organized and approved by the Board.

1) Organization. The Nominating Committee shall be assembled within sixty (60) days of the Organizational Meeting.

2) Membership. The Nominating Committee shall be comprised of eight Members; one non-voting Chairperson and seven voting members. Voting members shall not be a Director or a candidate for the Board at the succeeding election.

3) Chairperson. The President of the Board shall serve as the non-voting Chairperson, unless he is standing for election, in which case the Board shall appoint another Director as Chairperson at their discretion.

4) Voting Members. The Chairperson of each standing committee shall submit the name of one committee member to serve simultaneously on the Nominating Committee and the standing committee. In the event there are less than seven volunteers, the committee shall be required to fill the vacancies from the Members.

5) Duties:

i) Prepare, distribute and collect committee and volunteer information at the Annual Meeting.

ii) Recruit Members to serve on the committees.

iii) Attend committee meetings in a non-participatory capacity.

iv) Organize, oversee and otherwise assume all responsibilities for the annual election of Directors, as directed by the Board, including but not limited to acting as tellers and judges of the election.

v) Review and confirm the qualifications of candidates for the Board.

vi) Publish, via first class mail to all Members, the nomination and election process not less than ninety (90) days prior to the Annual Meeting.

vii) Publish, via first class mail to all Members, a ballot with the names of all qualified candidates along with a professional and personal history of each candidate and instructions for submitting ballots. This shall be completed between thirty (30) and sixty (60) days prior to the Annual Meeting.

b) Security. A Security Committee shall be annually assembled for the purpose of assisting the Board with matters pertaining to the security of Mira Vista and other functions as directed by the Board.

c) Landscape. A Landscape Committee shall be annually assembled for the purpose of assisting the Board with matters pertaining to the oversight, maintenance and landscaping of the Common Areas and other functions as directed by the Board.



- d) Finance. A Finance Committee shall be annually assembled for the purpose of assisting the Board with matters pertaining to the finances of the Association and other functions as directed by the Board.
- e) Architectural Control. An Architectural Control Committee shall be annually assembled for the purpose of assisting the Board with matters concerning the homes and homesites in Mira Vista as prescribed by the Declaration and directed by the Board.
- f) Community Development. A Community Development Committee shall be annually assembled for the purpose of assisting the Board with community activities and other functions as directed by the Board.
- g) Communication. A Communication Committee shall be annually assembled for the purpose of disseminating information to the membership and other functions as directed by the Board.

## ARTICLE 7 SECURITY

7.1 Security Program. The Mira Vista Homeowners Association has established a residential security program for the community consisting of a 24/7 manned security gate, which controls the incoming and outgoing traffic to and from the community, including the traffic to and from the Mira Vista Country Club which is located within the Mira Vista gated community; 24/7 security patrols within the residential community; and offers 24/7 monitoring of all Members' home security systems. All Members of the Homeowners Association and Members of the Country Club shall be issued identification medallions which will be displayed on the windshields of the Members' vehicles and shall be updated as designated by the Director of Security, the Security Committee or Board. The Mira Vista Homeowners security program shall be operated by a licensed, professional security service provider or other group as established by the Board.

## ARTICLE 8 MISCELLANEOUS

8.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise established by Board resolution.

8.2 Conflicts. If there are conflicts between the provisions of Texas law, the Declaration, the Articles of Incorporation and these Bylaws, the provisions of Texas law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

8.3 Records Inspection, Copying and Production. The Board shall adopt a policy governing the inspection, copying and production of all Dedicatory Instruments, agendas and minutes of meetings and other books and records of the Association and shall file such policy and all amendments thereto in the Deed Records of Tarrant County, Texas. Such policy shall conform to the requirements of applicable law.

8.4 Open Meetings. All meetings of the Board shall be open to the Members. However, the Board may adjourn into a closed executive session as permitted by law to address the following matters:

- a) Personnel;
- b) Pending or threatened litigation;
- c) Contract negotiations;
- d) Enforcement actions;
- e) Consultation with the Association's attorney;

f) Invasion of a Member's privacy; and

g) Any matter concerning a Member to remain confidential by agreement between the Board and the Member.

Upon reconvening from a closed executive session, the Board shall make a general oral summary of any decisions made in the executive session, including any authorization for approved expenditures, which summary shall be incorporated into the minutes of that meeting. Notice of all meetings of the Board and of the Members shall be provided to the Members in accordance with applicable law.

8.5 Records Retention. The Board shall adopt a records retention policy and shall file such policy and all amendments thereto in the Deed Records of Tarrant County, Texas. Such policy shall conform to the requirements of applicable law.

8.6 Alternative Payment Schedule. The Board shall adopt an alternative payment schedule policy, allowing for a payment plan for Members who are delinquent in the payment of assessments, in accordance with the requirements of the law, and shall file such policy and all amendments thereto in the Deed Records of Tarrant County, Texas.

8.7 Notices. Unless permitted or required otherwise by law or by these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered by certified mail:

- a) If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the property of such Member; or
- b) If to the Association, the Board or the Management Agent, at the principal office of the Association or the Management Agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

8.8 Indemnification. Except in the cases of criminal prosecution, fraud, willful malfeasance, gross negligence or bad faith and to the extent permitted by the Texas Business Organizations Code, the Association shall indemnify and hold harmless every Officer and Director against all expenses, including attorney's fees reasonably incurred by them, in connection with any filed legal action or suit, or any threatened legal action or suit, or any other legal proceeding (including settlement of any suit or proceeding if approved by the Board) to which he may be a party by reason of being of having been an Officer or Director of the Association. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former Officer or Director may be entitled. The Association may enter into an agreement with the Officer or Director regarding the advancement of such expenses as permitted by the Texas Business Organizations Code.

The Association may also indemnify the present and former employees, agents, managers and committee members of the Association who are sued or who are threatened with being sued in connection with such persons' involvement with the Association for such persons' reasonable expenses in defending the action. The Association may advance such expenses to such persons if authorized by the Board.

The Association may maintain adequate general liability and Officers' and Directors' liability insurance to fund the obligations set forth in this section, if such insurance is reasonably available or may enter into other arrangements, such as creating a trust fund, establishing a form of self-insurance, or establishing a letter of credit, guaranty or surety arrangement in connection with such obligations, provided, however, that in no event shall the grant of a security interest or other lien on the assets of the Association ever be given to secure an indemnity obligation under this section.

If the Association authorizes the indemnification of or advancement of expenses to a person described in this section, the Association shall report such payment to the Members prior to the next meeting of the Members or by any sooner date required by the Texas Business Organizations Code.

8.9 Authorized Agents. The persons, who shall be authorized to execute any and all instruments of conveyance or encumbrance, including promissory notes, shall be the President with the co-signature of the Secretary of the Association.

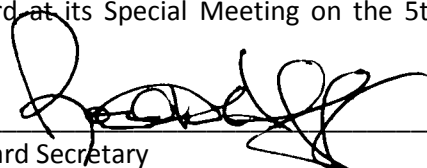
ARTICLE 9  
AMENDMENTS TO BYLAWS

9.1 Amendments and Revisions. These Bylaws may be amended or revised by the Association's Board at a duly constituted meeting for such purpose; however, no amendment or revision shall be effective unless approved by Members representing at least sixty seven (67) percent of the membership. In no event shall the Bylaws be amended or revised to conflict with the Declaration. In the event of a conflict between the Declaration and the Bylaws, the Declaration shall control. These Bylaws, and any amendments duly approved by the Board and the Members, shall be filed in the Deed Records of Tarrant County, Texas.

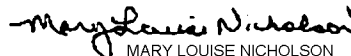
9.2 Repeal. These Bylaws may be repealed by the Association at a duly constituted meeting for such purpose; however, repeal of the Bylaws shall require a vote of seventy-five (75) percent of the Membership.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the Bylaws of Mira Vista Homeowners Association, Inc., a Texas non-profit corporation, as adopted by the Board at its Special Meeting on the 5th day of December, 2011.

  
\_\_\_\_\_  
Board Secretary

# **COVENANTS, CONDITIONS & RESTRICTIONS**

  
MARY LOUISE NICHOLSON  
COUNTY CLERK

**CONSOLIDATED, AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
*for*  
MIRA VISTA**

**CONSOLIDATED, AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR MIRA VISTA**

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THE STATE OF TEXAS                   §  
                                                  §  
COUNTY OF TARRANT               §

WHEREAS, Mira Vista Development Company, a Texas joint venture, as Declarant, caused the instrument entitled "Declaration of Covenants, Conditions and Restrictions for Mira Vista" (the "**Declaration**") to be recorded on or about September 22, 1987, in Volume 9074, Page 1082, *et seq.* of the Official Public Records of Real Property of Tarrant County, Texas, which Declaration imposes various covenants, conditions, restrictions, easements, liens and charges upon the real property described in Exhibit "A" attached thereto; and

WHEREAS, Article II of the Declaration provides that additional land may be subjected to the Declaration by the recordation of a Supplementary Declaration; and

WHEREAS, Mira Vista Homeowners Association, Inc. (the "**Association**") consists of numerous sections all of which are located in Tarrant County, Texas as more particularly described in individual Supplementary Declarations; and

WHEREAS, Supplementary Declarations recorded in the Official Public Records of Real Property of Tarrant County, Texas subjected additional property to this Consolidated, Amended and Restated Declaration and such additional property is a part of the Property, as more particularly described below; and

WHEREAS, the Declaration was supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 10963, Page 2233, *et seq.* of the Official Public Records of Real Property of Tarrant County, Texas, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 1 through 7 in Block 11; and Lots 1 through 47 in Block 12 in Phase 2A of Mira Vista, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 1046, Deed Records, Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 11303, Page 0729, *et seq.* of the Official Public Records of Real Property of Tarrant County, Texas, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 2, 3, 5, 6, 7, 37, 38, 39 and 40 in Block 15; Lots 1, 2, 3 and 9 in Block 14; Lots 3, 4, 5 and 6 in Block 13 in Phase 2B; Lots 16, 20, 21 and 23 in Block 12 in Phase 2A; Lots 12, 14 and 25 in Block 11 in Phase 2B; Lots 21, 22, 26 and 27 in Block 9 in Phase

1C of Mira Vista Addition, a subdivision in Tarrant County, Texas, according to the respective plats recorded in the Deed Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 11092, Page 1670; *et seq.* of the Official Public Records of Real Property of Tarrant County, Texas, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 8, 9, 10, 11, 14, 15, 16, 17 and 18 in Block 11 in Phase 2B and Lots 13, 14, 15 and 16 in Block 12 in Phase 2A of Mira Vista Addition, a subdivision in Tarrant County, Texas, according to the respective plats recorded in the Deed Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 11012, Page 1234, *et seq.* of the Official Public Records of Real Property of Tarrant County, Texas, which instrument subjects real property, described by metes and bounds as more particularly described in Exhibit "A" attached thereto and made a part hereof, to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association; and

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 11199, Page 2183, *et seq.* of the Official Public Records of Real Property of Tarrant County, Texas, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 1 through 9 in Block 14; Lots 1 through 7 and Lots 31 through 40 in Block 15; Lot 1 in Block 15A and Lot 18 in Block G of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 1407 of the Deed Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 11313, Page 2223, *et seq.* of the Official Public Records of Real Property of Tarrant County, Texas, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 9 through 19 in Block 8; Lot 1 of Block 8A and Lot 8A in Block G of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 1481 of the Deed Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 11488, Page 2189, *et seq.* of the Official Public Records of Real Property of

Tarrant County, Texas, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 11 through 19 in Block 8 of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 1481 of the Deed Records of Tarrant County, Texas; and

Lot 11 in Block 16 of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 1595 of the Deed Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 11477, Page 2310, *et seq.* of the Official Public Records of Real Property of Tarrant County, Texas, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 1 through 11 in Block 16; Lots 1 through 7 in Block 17; and Lot 1 in Block 16A of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 1595 of the Deed Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 11548, Page 1793; *et seq.* of the Official Public Records of Real Property of Tarrant County, Texas, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 1 through 17 in Block 18 of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 1650 of the Deed Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 11706, Page 1734, *et seq.* of the Official Public Records of Real Property of Tarrant County, Texas, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 1 through 6 in Block 19; Lots 1 through 4, 21, 22, 35 and 36 in Block 20; Lots 1 through 5 in Block 21; and Lots 1 and 2 in Block 21A of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 1742 of the Deed Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 11758, Page 1901, *et seq.* of the Official Public Records of Real Property of



Tarrant County, Texas, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 7 through 11 in Block 19 and Lot 3 in Block 21A of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 1936 of the Deed Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in the Official Public Records of Real Property of Tarrant County, Texas under Instrument No. D198200811, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 11 through 17 in Block 30; Lots 1 through 12 in Block 31; Lots 1 through 8 in Block 32; Lots 1 through 6 in Block 33; Lots 1 through 33 in Block 34; Lots 1 through 10 in Block 35; Lots 1 through 20 in Block 36; and Lots 2 through 5 in Block 30A of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 4460, of the Plat Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in the Official Public Records of Real Property of Tarrant County, Texas under Instrument No. D199130545, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 8 through 18 in Block 7; Lots 20 through 24 in Block 8, and Lots 1 and 2 in Block 7A of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 5032, of the Plat Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in the Official Public Records of Real Property of Tarrant County, Texas under Instrument No. D199254705, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lot 17R in Block 30; Lot 1R in Block 31; Lots 1 through 40 in Block 37; Lots 1 through 7 in Block 38; Lots 1 through 31 in Block 37A; and Lots 1 through 6 in Block 38A of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 5360, of the Plat Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 11772, Page 2047, *et seq.* of the Official Public Records of Real Property of Tarrant County, Texas, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 5 through 20 in Block 20 of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 1939 of the Deed Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Corrected Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 11908, Page 1894, *et seq.* of the Official Public Records of Real Property of Tarrant County, Texas, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 1 through 6, and Lots 19 through 30 in Block 22; Lot 1 in Block 22A, and Lot 15 in Block G of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 2115 of the Deed Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Corrected Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 11908, Page 1903 *et seq.* of the Official Public Records of Real Property of Tarrant County, Texas, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 7 through 18 in Block 22 and Lots 2 and 3 in Block 22A of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 2118 of the Deed Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 11966, Page 1831, *et seq.* of the Official Public Records of Real Property of Tarrant County, Texas, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 8 through 29 in Block 15, and Lot 3 in Block 15A of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 2220 of the Deed Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 12015, Page 0183, *et seq.* of the Official Public Records of Real Property of

Tarrant County, Texas, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 1 through 32 in Block 23; Lots 1 through 11 in Block 24; Lots 1 through 34 in Block 25; Lots 1 through 14 in Block 26; Lots 1 through 13 in Block 27; Lots 1 through 7 in Block 27A; Lot A in Block 23; Lot 1 in Block 23A of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 2345 of the Deed Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 12339, Page 0083, *et seq.* of the Official Public Records of Real Property of Tarrant County, Texas, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 12 through 20 and Lots 26 through 36 in Block 28, and Lot 1 in Block 28A of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 2769 of the Plat Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 12396, Page 0742, *et seq.* of the Official Public Records of Real Property of Tarrant County, Texas, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 1 through 11 and Lots 21 through 25 in Block 28, and Lot 2 in Block 28A of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 2894 of the Plat Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 12435, Page 1897, *et seq.* of the Official Public Records of Real Property of Tarrant County, Texas, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 37 through 50 in Block 20, and Lot 2 in Block 20A of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 2978 of the Plat Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 12666, Page 1681, *et seq.* of the Official Public Records of Real Property of

Tarrant County, Texas, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 23 through 30, Lots 33 and 34 in Block 20, and Lots 6 through 10 in Block 21 of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 3267, of the Plat Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 12601, Page 0547, *et seq.* of the Official Public Records of Real Property of Tarrant County, Texas, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 1, 2, 3, 4, 5 and 6 in Block 29, and Lot 1 in Block 29A of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 3199 of the Plat Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 12690, Page 1458, *et seq.* of the Official Public Records of Real Property of Tarrant County, Texas, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 1 through 10 in Block 30 and Lot 1 in Block 30A of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 3390, of the Plat Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in the Official Public Records of Real Property of Tarrant County, Texas under Instrument No. D197097139, which instrument subjects the following real property to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association:

Lots 7 through 21 in Block 29 and Lot 2 in Block 29A of Mira Vista Addition, a subdivision in Tarrant County, Texas according to the map or plat thereof recorded in Cabinet A, Slide 3532, of the Plat Records of Tarrant County, Texas; and,

WHEREAS, the Declaration was further supplemented and amended by instrument entitled "Supplementary Declaration of Covenants, Conditions and Restrictions Mira Vista" recorded in Volume 10907, Page 1834, *et seq.* of the Official Public Records of Real Property of Tarrant County, Texas, which instrument subjects the real property described in Exhibit A thereto

to the provisions of the Declaration, as supplemented and amended, and the jurisdiction of the Association.

WHEREAS, Section 209.0041(h) of the Texas Property Code provides that a declaration may be amended only by a vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment of the declaration, unless the declaration contains a lower percentage, in which event the percentage in the declaration controls; and

WHEREAS, the Declaration provides for amendment by the approval of a higher percentage of owners than the percentage set forth in Section 209.0041 of the Texas Property Code; therefore, Section 209.0041 controls with respect to the percentage of votes necessary to affect an amendment to the Declaration; and

WHEREAS, the Declaration and Supplementary Declarations (such Declarations hereinafter referred to collectively as the "Prior Declarations") establish Mira Vista Homeowners Association, Inc. as a property owners' association and make the owners of the real property in Mira Vista (such subdivision hereinafter referred to collectively as the "Property") mandatory members of such property owners' association; and

WHEREAS, Owners representing not less than sixty-seven percent (67%) of the total votes of the Association desire to amend and consolidate the Prior Declarations governing their respective subdivisions into this single Consolidated, Amended and Restated Declaration of Covenants, Conditions and Restrictions for Mira Vista (hereinafter referred to as the "Declaration"); and

NOW THEREFORE, it is hereby declared that:

1. The Prior Declarations are hereby amended in their entirety and entirely replaced by this Declaration, and such Prior Declarations shall have no further force or effect upon the Property; and
2. All of the Property shall hereafter be held, sold, conveyed and occupied subject to the easements, restrictions, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a planned community of high standards. Such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I DEFINITIONS

The following words when used herein shall have the following meanings when capitalized (unless the context requires otherwise and then the term is not capitalized).

Section 1.1. "Architectural Control Committee," "Committee," or "ACC" means a committee appointed by the Board of Directors to approve or disapprove improvements to be constructed

on a Lot as provided in this Declaration.

Section 1.2. "Assessment(s)" means a regular assessment or special assessment, or other amount an Owner is required to pay to the Association under this Declaration or other dedicatory instrument described herein.

Section 1.3. "Association" means Mira Vista Homeowners Association, Inc., a Texas nonprofit corporation organized under Chapter 22 of the Business Organizations Code, and its successors and assigns, which is designated as the representative of Owners in the Subdivision, whose membership consists of Owners, and manages and regulates the Subdivision for the benefit of the Owners. For purposes of clarity, when "Association" is used herein, that term includes the authority, rights, remedies and obligations of the nonprofit corporation, and the authority of the Board, as defined herein, to carry out the authority, rights, remedies and obligations of the Association.

Section 1.4. "Board of Directors" or "Board" refers to the governing body of the Association.

Section 1.5. "Bylaws" means the duly adopted bylaws of the Association as the same may be amended from time to time.

Section 1.6. "Collection Agent" means a debt collector, as defined by Section 803 of the federal Fair Debt Collection Practices Act (15 U.S.C. Section 1692a).

Section 1.7. "Common Property" or "Common Properties" means any real property in the Subdivision (including improvements) owned by the Association for the common use and enjoyment of the Owners. Common Facilities shall include all common green, recreational easements, greenbelts, open spaces or private streets, together with any and all improvements that are now or may hereafter be constructed or installed thereon, and including all equipment, accessories and machinery used in the operation or maintenance of any of such Common Properties and any additions to or replacements of such Common Properties. The Common Properties within the Subdivision generally consist of private streets, gate, guard structures and open spaces.

Section 1.8. "Dedicatory Instrument" means each governing instrument covering the establishment, maintenance, and operation of the Subdivision. The term includes the Declaration, Bylaws, any ACC guidelines, Rules and Regulations, open records and records retention policies, and alternative payment schedule, other policies, and any other lawful amendments. All dedicatory instruments will have no effect until filed in the Official Records.

Section 1.9. "Home" refers to a single-family residence and its attached garage situated upon a Lot.

Section 1.10. "Lot" refers to any designated parcel of land in the Subdivision as shown on the Plat including any improvements.

Section 1.11. "Managing Agent" means the Association's designated representative as it appears on the most current Management Certificate.

Section 1.12. "Management Certificate" means the most current instrument recorded pursuant to Section 209.004 of the Texas Property Code as the same may be amended from time to time.

Section 1.13. "Member" means Owner.

Section 1.14. "Official Records" means the Official Public Records of Real Property of Tarrant County, Texas.

Section 1.15. "Owner" means one (1) or more persons who hold record title to a Lot, and includes a personal representative, but does not include a party holding any claim to title of a Lot merely for purposes of security on a debt.

Section 1.16. "Plat" means those certain Subdivision Plats for Mira Vista recorded at D187009921, recorded in the Official Public Records of Tarrant County, and any further plats filed and annexed into the Subdivision.

Section 1.17. "Property" or "Subdivision" shall mean and refer to those certain residential Lots as described on the Plat, and such additions thereto as may hereafter be annexed and brought within the jurisdiction of the Association and any Common Properties acquired or maintained by the Association, as further described in the Prior Declarations and any amendments to such Prior Declarations.

Section 1.18. "Residential Lot" means any Lot that is not designated as Common Property.

Section 1.19. "Rules and Regulations" or "Rules" mean the Rules and Regulations of the Association as may be promulgated and amended from time to time.

Section 1.20. "Single Family" means a group related by blood, adoption or marriage or a number of unrelated roommates equal to the number of bedrooms in a Home.

Section 1.21. "Texas Residential Property Owners Protection Act" or the "Act" refers to Texas Property Code Chapter 209, as same may be amended or repealed in whole or in part.

## ARTICLE II PROPERTY RIGHTS

Section 2.1. **Owner's Easement.** An easement is hereby granted to each Owner in and to the Common Properties for each such Owner's use and enjoyment of the Common Properties and for access to each such Owner's Lot, such easement being subject to the Rules and Regulations adopted from time to time by the Board and to the Board's right to control the use and operation of the Common Properties. Such Owner's right and easement shall be appurtenant to and shall pass with the title to each Lot, subject to the following:

- (i) the right of the Association to suspend a Member's rights to the use of the Common Property and any recreational facilities thereon for a period of time during which any fees or Assessments against such Member's Lot remains unpaid, and to suspend such

rights for a period not to exceed sixty (60) days for any infraction of the Association's published Rules and Regulations; and

- (ii) the right of the Association to dedicate or transfer all or any part of the Common Property or any Common Property facilities to any public agency or authority having the same or similar purposes as the Association, subject to such conditions as may be reserved in the dedication or transfer. Except as provided in this Section, no such dedication or transfer shall be effective unless an instrument approving such dedication or transfer has been signed by at least sixty-seven percent (67%) of the Members in the Association and has been recorded in the Official Records.

Section 2.2. **Utility and Drainage Easements.** Easements for installation and maintenance of utilities and drainage facilities, and non-access easements, are reserved as shown on the Plat. Within these easements, no structure, planting, or other material may be placed or permitted to remain which may damage or interfere with the installation, performance, and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of drainage channels in the easements. The easement area of each Lot and all improvements in it must be maintained continuously by Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

The Subdivision Plat may establish drainage easements over some of the Lots. The Owner of each Lot subject to a drainage easement shall be responsible, at his or her own expense, for maintaining such drainage easement and ensuring the free flow of water therein.

The Association shall be responsible for the maintenance of all drainage easements situated within the Common Area; provided, however, that such maintenance obligations shall be strictly limited to the removal of debris, vegetation, or other obstructions that impede or may impede the natural or designed flow of water within such easements. The Association's maintenance duties shall not extend to, and the Association expressly disclaims any obligation or responsibility for, the repair, mitigation, stabilization, or remediation of any erosion, soil displacement, or subsidence occurring within or adjacent to any drainage easement located on the Common Area.

No Owner of any Lot in the Subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically and without limitation, no Owner or resident of a Home may:

- (1) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;
- (2) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation therefrom without the prior written approval of the ACC and a City of Fort Worth City engineer;
- (3) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements;



(4) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(5) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

By acceptance of a deed to any Lot, each Owner covenants and agrees to comply with the forgoing and ensure such Lot is graded and maintained in accordance with any grading plan for such Lot and the Subdivision.

The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the ACC, and the ACC shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article shall in no way affect any other recorded easement in the Subdivision.

Section. 2.3. **Sidewalk Easement of Use.** Each Owner, upon acceptance of a deed to a Lot, shall be deemed to have granted an easement of use to the Members and their invitees as to any sidewalk on the Lot.

Section 2.4. **Damages.** Neither the Association nor the ACC shall be liable for any damages done by a utility company or their assigns, agents, employees or servants, using any easements now or hereafter in existence, whether located on, in, under or through the Properties, to fences, shrubbery, trees or flowers. No provision hereof related to placement or nature of structures or conditions on a Lot, nor the approval thereof, expressed or implied, by the Association or the ACC, shall affect the rights of easement owners nor enlarge the rights of Lot Owners with regard to the construction or maintenance of improvements or conditions within an easement area.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 3.1. **Membership of the Association.** Every person or entity owning of record either the entire fee title or any undivided interest in the fee title to any Lot, or in any other area duly annexed thereto and brought under the jurisdiction of the Association is a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. The foregoing is not intended to include persons or entities holding an interest in a Lot merely as security for the performance of an obligation or those having only an interest in the mineral estate. Membership is mandatory and appurtenant to and may not be separated from ownership of such Lot. The Directors of the Association must be Members of the Association. Ownership of a Lot is the sole qualification for membership.

#### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1. **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot by acceptance of a deed to said Lot, whether or not expressed in such deed, is deemed to covenant and agrees to pay to the Association (1) Annual Assessments or charges; (2) Special Assessments for capital improvements or extraordinary expenses, such assessments to be established and collected from time to time as hereinafter provided; and (3) Individual Assessments levied against individual Owners for violations of the Dedicatory Instruments. The Annual, Special Assessments, and Individual Assessments, together with such interest thereon, late fees, costs of collection and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which such Assessment is made. Each such Assessment, together with such interest thereon and costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation fell due.

Section 4.2. **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the following purposes: (1) administrative expenses of the Association including cost of collecting assessments and enforcing the restrictions and obligations hereby imposed; (2) costs of maintaining Common Properties, or improvements thereon, or improvements provided for herein; (3) the payment of the taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Properties rather than against the individual Owners, if any; (4) care and preservation of the Common Properties; (5) retention of the services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board of Directors and the services of such other personnel as may be engaged by the Board of Directors or by the manager; (6) legal and accounting services; (7) a policy or policies of insurance insuring the Association, its Directors, and Officers against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors; (8) workers compensation insurance to the extent necessary to comply with any applicable laws; (9) such fidelity bonds as may be required by the Bylaws or as the Board of Directors may determine to be advisable; (10) any materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board of Directors is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration; (11) perpetual maintenance and enhancement of all Common Facilities including perimeter fence/wall, entry monuments and signage, landscaping, lights, and irrigation of Common Facilities; and (12) to pay for or defray the cost of extraordinary expenses of the Association.

Sections 4.3. **Maximum Annual Assessment and Annual Assessment.** The Board of Directors, no less than annually, shall set forth a budget sufficient to cover the anticipated annual expenses and reserves required to fulfill the Association's obligations to the Owners. The Board of Directors shall fix an Annual Assessment to fund the approved budget which may be billed monthly, quarterly, or annually, in advance, as it determines. The Annual Assessment shall be determined by the Board of Directors; provided, however, the Annual Assessment may not be increased in any year by an amount in excess of thirty percent (30%) above the previous year's Annual

Assessment unless such increase is approved by a two thirds (2/3) vote of the Members voting in person or by written proxy, at a meeting duly called for such purpose or at the annual meeting of the Owners, being two-thirds of the votes cast at the meeting with a quorum present and not two-thirds of all votes of the Members.

Section 4.4. **Special Assessments for Capital Improvements.** In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, one or more Special Assessments, for the purpose of defraying, paying or establishing a reserve to pay, in whole or in part, any extraordinary expense of the Association or the cost of any construction, reconstruction, repair, or replacement of any capital improvement upon the Common Property or improvement benefitting the Subdivision, including any fixtures and personal property related thereto, or to pay for or defray the cost of any extraordinary expense of the Association, provided that any such Assessment shall have the assent of two-thirds (2/3) of Members voting in person or by written proxy at a meeting duly called for this purpose or at the annual meeting, being two-thirds of the votes cast at the meeting and not two-thirds of all votes of the Members.

Section 4.5. **Individual Assessments.** The Association shall have the power to levy Individual Assessments against a particular Lot as follows:

(a) To cover costs incurred in bringing a Lot into compliance with the provisions of any Dedicatory Instrument governing the Subdivision;

(b) For fines levied pursuant to any Dedicatory Instrument governing the Subdivision;

(c) For damages caused to the Common Property or property owned or maintained by the Association is damaged or destroyed through the willful or negligent acts of an Owner or his family members, contractors, agents, and/or guests;

(d) For any other cost or expense authorized by any Dedicatory Instrument governing the Subdivision to be levied against an Owner and his or her Lot which is not part of the Annual Assessment or Special Assessment.

Section 4.6. **Uniform Rate of Assessment.** Subject to the provisions above, both Annual and Special Assessments must be fixed by the Association at a uniform rate per Lot, and may be collected in advance on a monthly, quarterly, or annual basis, as the Board of Directors shall determine.

Section 4.7. **Effect of Nonpayment of Assessments; Remedies of the Association.** Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of eighteen percent (18%) per annum. A late charge may be assessed against the delinquent Owner for each month that any portion of an Assessment remains unpaid. The late fee shall be in the amount of twenty-five dollars (\$25.00). A reasonable service charge in an amount established by the Board shall be charged for each check that is returned because of insufficient funds. The amounts of late charges and service charges may be adjusted by the Board from time to time. Upon written notice to Owner, and the expiration of thirty (30) days, the Association may bring an action at law against the Owner personally obligated to pay the same, and to foreclose the Association's lien against the Owner's Lot. Each Owner, by his acceptance

of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial or judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and each Owner hereby expressly grants to the Association the power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. No Owner shall be freed of liability for any Assessments provided for herein by virtue of non-use of Common Property, or non-existence of Common Property.

Section 4.8. **Subordination of the Lien to Mortgagees.** The lien of any Assessments provided for herein shall be subordinate to the lien of a first purchase money mortgage. Sale or transfer of any Lot shall not affect the assessment lien, which shall attach to and follow ownership of the Lot, except for the sale or transfer of any Lot pursuant to mortgage foreclosure or any conveyance to the holder of a purchase money lien in lieu of foreclosure, which 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 for any Assessments thereafter becoming due or from the lien thereof nor shall foreclosure relieve a prior Owner from personal liability for unpaid Assessments.

## ARTICLE V ARCHITECTURAL CONTROL COMMITTEE

Section 5.1. **Architectural Control Committee.** The Architectural Control Committee will consist of three (3) or more members appointed by the Board of Directors of the Association in accordance with Sections 209.00506 and 209.00507 of the Texas Residential Property Owners Protection Act. The Board of Directors is also empowered to remove and replace members of the Architectural Control Committee in its sole discretion.

Section 5.2. **Submission of Plans.** No building, fence, wall or other structure shall be commenced, erected, placed, or maintained upon the Properties, nor shall any exterior addition to or change or alteration be made thereon, until construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, and location of the structure(s) shall have been submitted to the Architectural Control Committee (the "ACC" or "Committee"), and shall have been approved by such Committee as to harmony and general compatibility of exterior design and location in relation to surrounding structures and topography. In considering the harmony of external design among existing structures and the proposed structure to be erected or altered, the Committee shall consider only the general appearance of the proposed structure as that can be determined from front, rear, and side elevations on submitted plans, and shall not take into account such considerations as size, cost and other specific objective requirements. The primary function of the Committee in this respect is to protect property values by preventing unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar or irregular external designs or appearances from being constructed on the Properties.

Section 5.3. **Approval by Committee.** Plans and other documents must be submitted for approval to the Committee prior to commencing the erection, placement, addition to, or alteration of any such improvements on any Lot. Approval or disapproval of the proposed structure by the

Committee shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove the design and location of a proposed structure within thirty (30) days after plans and specifications therefor have been submitted to the Committee, and if no suit to enjoin the construction has been commenced prior to its completion, approval will not be required and this Article shall be deemed to have been fully complied with to the extent that the requested improvement is not otherwise prohibited by the Restrictions; failure to reject the requested plan WILL NOT BE DEEMED A WAIVER OF ANY RESTRICTION CONTAINED HEREIN AND THE REQUESTING PARTY MUST COMPLY WITH ALL OF THESE RESTRICTIONS. A failure of the Committee to respond to construction activities of any character as to which plans and specifications have not been submitted shall not constitute approval of the activity nor shall it be deemed a waiver of the rights of the Committee or any Owner to enjoin such activity or compel compliance with the terms hereof. There shall be no review of any action taken by the Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious, and under no circumstances shall the Committee or its members be subject to any suit by anyone for damages, actual or consequential. Deposit in the mail of any rejections within thirty (30) days of the actual receipt of the request will be deemed timely. The Committee may establish and charge reasonable application fees for its review of plans. If the person requesting approval by the Committee provides a facsimile number or email address, approval or denial of the request may be delivered by facsimile or email. Architectural Control Committee action is in addition to and not in lieu of any construction permits that may be required by statute, ordinance, or regulation.

Section 5.4. **Authority.** The Architectural Control Committee has the express authority to perform fact finding functions hereunder. The Architectural Control Committee has the authority to determine and publish reasonable standards for materials, colors, and design for improvements, from time to time, as the Architectural Control Committee sees fit. The Committee may designate one (1) or more members of the Committee to respond on behalf of the entire Committee.

Section 5.5. **No Liability.** Members of the Committee and their representatives will not be liable to any person subject to or possessing or claiming the benefits of the Declaration for any damage or injury to property or for damage or loss arising out of their acts or failure to act, it being understood and agreed that any remedy be restricted to injunctive relief and no other. The members of the Architectural Control Committee are not entitled to any compensation for services rendered pursuant to this covenant. The Architectural Control Committee and its members do not represent or warrant that any approved construction meets any building standard, will increase the value of any property, or will cause no harm to neighboring properties. All improvements are constructed at the sole risk of the Lot Owner.

Section 5.6. **Retention of Expert.** If the Architectural Control Committee determines that the complexity of a request for architectural approval so warrants, the Architectural Control Committee may retain an architect or engineer for assistance and advice. In this event, the reasonable costs of such architect or engineer shall be paid by the party requesting architectural approval.

Section 5.7. **Variances.** The ACC shall have the right, but not the obligation, to grant variances and waivers relative to deviations from and infractions of the Declaration or to avoid hardships

to Owners. Upon submission of a written request for same, the ACC may, in its sole discretion, permit an Owner to construct, erect or install a structure or improvement that is in variance from the covenants, restrictions or architectural standards which are provided in this Declaration. In any case, however, the structure or improvements with such variances, must, in the ACC's sole discretion, blend effectively with the general architectural style and design of the neighborhood and must not detrimentally affect the integrity of the Subdivision or be incompatible with the natural surroundings. All requests for variances shall be in writing, shall specifically indicate that it is such a request, and shall indicate with specificity the particular standard sought to be varied and the nature of the variance requested. All requests for variances shall be deemed to be disapproved if the ACC has not expressly and in writing approved such request within thirty (30) days of the submission of such request. No member of the ACC shall be liable to any Owner for any claims, causes of action or damages arising out of the grant of any variance to an Owner. No individual member of the ACC shall have any personal liability to any Owner or any other person for the acts or omissions of the ACC if such acts or omissions were committed in good faith. Each request for a variance submitted hereunder shall be reviewed independently and the grant of a variance to any one Owner shall not constitute a waiver of the ACC's right to deny a variance to an Owner. The decisions of the ACC with respect to variances shall be final and binding upon the applicant.

#### **ARTICLE VI USE RESTRICTIONS**

**NOTE : CERTAIN LOTS WITHIN MIRA VISTA ARE SUBJECT TO UNIQUE RESTRICTIONS ADDRESSED IN ARTICLE XI. OWNERS MUST REVIEW THIS ARTICLE VI AS WELL AS ARTICLE XI TO DETERMINE THE RESTRICTIONS APPLICABLE TO THEIR LOT. IN THE EVENT OF A CONFLICT BETWEEN THE RESTRICTIONS APPLICABLE UNDER THIS ARTICLE VI AND THOSE APPLICABLE UNDER ARTICLE XI, THE TERMS OF ARTICLE XI SHALL CONTROL.**

Section 6.1. **Residential Use and Leasing.** With the exception of any Lots designated as Common Property, all Lots in the Subdivision shall be used only for single-family residential purposes. All land included within the Subdivision shall be used for the construction of private single-family residences, including an enclosed private garage; provided, however, that only one such private single-family residence may be constructed or otherwise placed on a Lot. As used in this Declaration, the term "single family residential use" specifically prohibits, without limitation, the use of a Lot for a duplex, apartment, multi-family Home, accessory Home unit, garage apartment or any other apartment or for any multi-family use, boarding house, bed and breakfast, any business or activity requiring a Federal Firearms License, or for any business, professional or other commercial activity. In no case may a Lot contain more than one Home. No building, improvement, outbuilding, or portion thereof will be constructed for income property or such that Occupants would occupy less than the entire Lot or Home.

It is permitted for Owners to lease a Home in the Subdivision, so long as the occupants are leasing the entire land and improvements comprising the Lot. No fraction or portion of any Lot may be leased or rented or offered for lease or rent. "Leasing", for purposes of this Declaration, is defined as occupancy of a Lot for single family residential use by any person other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service, gratuity, or

emolument. Provided, however, "leasing", for purposes of this Declaration, does not include leases such as, by way of illustration and not limitation, "VRBO", boarding house rentals, vacation rental by Owner, backyard rentals, swimming pool rentals, "Swimply", "Airbnb", "Home Away", party venue rentals, bed and breakfasts, or other short-term rental uses, and such uses are strictly prohibited and are considered to be a prohibited business use. This provision does not preclude the Association or an institutional lender from leasing a Lot upon taking title following foreclosure of its security interest in the Lot or upon acceptance of a deed in lieu of foreclosure.

All leases must be in writing and will contain such terms as the Board may prescribe from time to time. All leases will provide that they may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments by an occupant or occupant's family, and the Board, in its sole discretion, may require termination by the Owner and eviction of the occupant in such event. Rental or lease of the Lot will not relieve the Owner from compliance with this Declaration or the Dedicatory Instruments. No Lot may be leased for a term of less than 6 full consecutive calendar months to the same lessee, nor may any lease be for less than the entire Lot; provided, however, the Board may adopt rules that require a longer minimum lease term than that set forth in this Declaration, and any such term will control over the minimum term set forth in this Declaration and will not be considered a conflict with this Declaration. Single family residential use does not include a lease to tenants temporarily (less than 6 months) or a lease in which the tenants do not intend to make the Lot and Home their primary residence. An Owner who leases his or her Lot assigns to the lessee for the period of the lease all of the Owner's rights to use the Common Properties and amenities located thereon.

It is not the intent of this provision to exclude from a Lot any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision must be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

Section 6.2. **Size and Height.** No building or structure erected, altered or placed on, within or in the Properties shall exceed three (3) stories in height, provided however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall, at all times, be complied with without the written consent of the Architectural Control Committee. The main structure on each Lot shall contain the minimum square footage, exclusive of porches, garages and other out-buildings, as set forth below:

PHASE 1

| <u>Block</u> | <u>Lots</u> | <u>Minimum Square Footage</u> |
|--------------|-------------|-------------------------------|
| 1-4          | All         | 2,600                         |
| 5            | 1-9         | 3,200                         |
| 5            | 10-23       | 2,800                         |
| 6            | All         | 3,200                         |



|    |     |       |
|----|-----|-------|
| 7  | All | 2,800 |
| 8  | All | 3,200 |
| 9  | All | 3,200 |
| 10 | All | 4,000 |

For all remaining Lots, minimum floor areas shall be determined as follows:

| <u>Lot Size</u>         | <u>Minimum residential floor area</u> |
|-------------------------|---------------------------------------|
| Less than 10,000 s.f.   | 2000 s.f.                             |
| 10,000 to 15,000 s.f.   | 2400 s.f.                             |
| 15,001 to 20,000 s.f.   | 2,800 s.f.                            |
| Larger than 20,000 s.f. | 3,200 s.f.                            |

The floor area of garages, storage and mechanical rooms which access only from a garage or the exterior of the structure, and open air decks or patios (roofed or unroofed), are excluded from inclusion in the residential floor area calculation. The floor area of a screened porch or deck which is equipped for closure and use during winter months, or any similarly convertible space, shall be included. The projected area of an interior stairwell of a multi-story residence shall be counted only once at its lowest level. Stair landings at each primary floor level shall be included within the floor area of that level.

Section 6.3. **Garage Required.** A garage able to accommodate at least two (2) full-sized automobiles must be constructed and maintained as a garage for each home. No garage shall be permanently enclosed for conversion to any other use unless a substitute garage for two cars is built and maintained as a garage. Each driveway must accommodate two vehicles in front of the garage for off-street parking requirements. No garage shall directly face a residential street. Open car ports are not permitted, unless special design circumstances warrant their use, in which case permission must be obtained in writing from the ACC.

Section 6.4. **Setbacks.** No building shall be located on any Lot nearer to any front, side, or rear Lot line than the setback designated on the Plat.

The ACC is hereby given authority to waive or vary given setback requirements where, in the opinion of the ACC, the proposed location of the building will not detract from the appearance and value of the subject property or the adjoining properties.

Section 6.5. **Building Materials.** The exterior of all Homes shall be constructed of brick, brick veneer, stone or stone veneer, masonry, stucco or wood siding or any combination thereof approved by the Committee. All exterior surfaces, especially any painted or stained wood surfaces (including, without limitation, garage doors) must be maintained in good condition. Installation of all types of ornamentation, lights, mail chutes, exterior paint or stain, shall be subject to the prior written approval of the Committee.



Section 6.6. **Yards and Lot Maintenance; Irrigation.** The Owners or occupants of all Lots shall at all times keep grass and vegetation well mown and trimmed, shall promptly remove all weeds as they grow and all dead trees, shrubs, vines and plants, and shall keep all yard areas in a sanitary, healthful, and attractive manner except as otherwise provided by Section 202.008 of the Texas Property Code. Lawns, front, sides and back, must be mowed at regular intervals. No objectionable or unsightly usage of Lots, or conditions on any Lot will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials not needed for construction and building use shall promptly be removed from such Lot. The drying of clothes in public view is prohibited on all Lots.

In addition to the rights, powers, and remedies granted by law, if the Owner or occupant of any Lot defaults in observing the requirements set out herein, and the default continues after ten (10) days' written notice, the Association, upon approval by the Board of Directors, may enter upon the Lot through its agents, without liability to the Owner or occupant in trespass or otherwise, and cause to be done any work or other thing necessary to secure compliance with this Declaration, and may charge the Owner or occupant of such Lot for the cost of any such work or thing. The Owner or occupant of each Lot agrees, by the purchase or occupation of the Lot, to reimburse the Association immediately upon receipt of a statement covering the cost of any such work or thing. If the Owner or occupant fails to pay such statement, the amount thereof and any attorney fees and court costs may be added to the annual assessment assessed by the Association against such Lot, and become a charge thereon and be collected in the same manner as any assessment.

In connection with the construction of a residence, each Owner will furnish the ACC a detailed landscaping plan prepared by a professional landscape firm/designer. The elements proposed in the plan must be of a scope and quality consistent with the neighborhood. The ACC shall be the sole judge as to the adequacy and appropriateness of the landscape plan.

Installation of sod or a substitute treatment approved by the ACC on lawn areas must be accomplished with completion of the house unless prohibited by watering restrictions or unfavorable planting conditions, in which case installation must take place immediately upon relief from those restrictions/conditions. Other elements of the landscape plan must be installed within sixty (60) days of completion of the house except as altered by the restrictions/conditions mentioned above.

Section 6.7. **Vehicles.** No vehicle shall be stored, parked, or maintained in any side yard of a Lot, nor on any unpaved portion of a Lot forward of the front wall line of the Home thereon. No truck with tonnage in excess of three-quarters (3/4) ton, boat, trailer, tent, recreational vehicle, camping unit, wrecked, junked, boat rigging, motor home, non-operating vehicle, abandoned vehicle, camper, camper body, self-propelled vehicle, or similar vehicle or equipment shall be kept, parked, or parked for storage or repair, excluding temporary routine maintenance, on any portion of the Lot except in a garage or in the backyard area of the Lot if it is screened from regular public view by a fence, nor kept, parked, stored, or maintained on any other portion of a Lot or street for a period of more than twenty-four (24) consecutive hours. However, under no circumstances may such vehicles be "temporarily" parked in view of any other Lot or Home more frequently than four (4) times during any calendar month or for more than twenty-four (24)

consecutive hours. No dismantling, repair, or assembling of a motor vehicle, trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck or other machinery or equipment is permitted in any street, driveway, or yard adjacent to a street. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily parked for the purpose of serving such Lot. Without limiting the foregoing, it will be presumed that any vehicle that does not have attached a current license plate and current safety inspection sticker (if required by statute) or has one (1) or more flat tires, or is otherwise disabled or partially disassembled, is a vehicle stored in violation of this Article.

Gas-powered motorcycles, motorbikes, motor scooters, motorized bicycles, and other motorized vehicles may not be operated on any Lot or operated from any Lot over the streets of the Subdivision unless such vehicle is operated by a state licensed driver and such vehicle is equipped with an adequate and properly functioning muffler, nor shall such vehicles be kept or operated in such a way as to constitute a nuisance or danger.

The Board of Directors is empowered to establish additional rules and regulations relating to the parking and storage of vehicles, equipment, and other property both on Lots and the Common Facilities (including Subdivision streets) as it may from time to time deem necessary to ensure the preservation and appearance of the Subdivision as a first class residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use set forth in this section.

Section 6.8. **Nuisance.** No noxious or offensive activity shall be carried on upon any Lot, nor shall any nuisance ever be erected, caused or suffered to remain upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, endanger the health or disturb the reasonable enjoyment of any other Owner; nuisance being defined, without limitation, to include any activities so designated under the regulations of the Tarrant County, Texas.

No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (reasonable security or landscape or tennis court lighting is permitted with the approval of the ACC). No exterior speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated thereon) shall be placed or used upon any Lot. All matters set forth in this Section requiring approval shall be deemed to be the express written approval, in advance, of the ACC.

Section 6.9. **No Temporary Structures.** Except as expressly permitted herein, no structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, whether temporarily or permanently. No module or mobile home, whether or not the wheels have been removed, may be placed or maintained on a Lot. The ACC may approve or deny a temporary structure in its sole and absolute discretion.

Section 6.10. **Permanent Outbuildings.** Every permanent outbuilding, inclusive of such structures as a detached garage, storage building, gazebo, spa, greenhouse or children's playhouse, shall be compatible with the Home to which it is appurtenant in terms of its design and material composition. All such outbuildings shall be subject to approval of the ACC. In no instance shall an outbuilding, other than a detached garage, exceed one (1) story in height or exceed two hundred (200) square feet of floor area.

Section 6.11. **Building Previously Constructed Elsewhere.** No Building or structure previously constructed elsewhere shall be moved onto any Lot in this Subdivision to be used for Home purposes, nor shall such a structure be placed on a Lot for any other purpose unless and until such structure is approved by the Architectural Control Committee with such use to be limited to the purposes stipulated by the Owner in writing.

Section 6.12. **Signs.** The Owner of a Lot is entitled to display one (1) sign thereon from time to time for purposes of selling or renting the property; provided, that each face of such sign must be rectangular in shape and not exceed four (4) square feet in surface area. For purposes of security and safety, the Board of Directors has the authority to approve the installation of two (2) signs on each Lot noting the existence of a residential security system provided such signs are ground mounted, no larger than one (1) square foot in surface area and approved by the Architectural Control Committee. The Owner of a Lot is entitled to display (1) sign indicating a resident's attendance or support of an educational institution or religious organization provided such sign is ground mounted and no larger than four (4) square feet in surface area and placed in a landscaped area. General contractors, during the active construction period of a new Home or major addition to an existing Home, may display one (1) construction sign that is no larger than nine (9) square feet in surface area. General contractors of market homes may, with the consent of the Committee, continue the display of one (1) construction sign for advertising and sales purposes after construction has been completed, until such time that a contract for sale has been executed. Owners may display on the Owner's Lot one (1) or more signs advertising a political candidate or ballot item for an election on or after the 90th day before the date of the election to which the sign relates until ten (10) days after that election date. Signs must be ground-mounted and display only one (1) sign for each candidate or ballot item. Any sign that contains roofing material, siding, paving materials, flora, one (1) or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative components, is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object, includes the painting of architectural surfaces, threatens the public health or safety, is larger than four by six (4x6) feet, violates a law, contains language, graphics, or any display that would be offensive to the ordinary person, or is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists is prohibited. The Association may remove a sign displayed in violation of this section or of Section 259.002 of the Texas Elections Code. No other sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained within Subdivision boundaries without first having obtained the consent in writing of the Committee or as discussed below. The Committee and Board have the right to remove any unpermitted sign, advertisement, billboard, or structure that is erected or placed on any Lot or adjacent easement or right-of-way without consent, and in so doing, will not be subject to any liability for trespass or other tort in connection therewith. The Board of Directors has the sole discretion to determine what signs are permitted on Common Property.

Section 6.13. **No Oil and Mining Operation.** No oil or natural gas drilling, oil or natural gas development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot; nor shall oil wells, natural gas, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any portion of the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any portion of the Properties.

Section 6.14. **Animals.** No sheep, goats, horses, cattle, swine, poultry, snakes, livestock or other animals of any kind shall be raised, bred, kept or harbored on any portion of the Properties, except that dogs, cats or other common household pets may be kept; provided that they are not kept, bred, or maintained for any commercial purpose and that they do not make unreasonable loud, objectionable noises or otherwise constitute a nuisance or unreasonable interference to any other residents of the Subdivision, and provided further that such common household pets shall at all times, except when they are confined within the boundaries of a private single family residence or Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraint or a basket, cage or other container. The Association has the right and power, but not the obligation, to take any actions in accordance with appropriate law and adopt any Rules as may be necessary for the control, relocation, management, and/or extermination of wildlife, including but not limited to deer, skunks, feral hogs, opossums, snakes, reptiles, rodents, and pests within the Common Properties, if any. Owners may not feed wildlife in the Subdivision.

Section 6.15. **Garbage and Refuse Disposal.** No Lot may be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such substances must not be kept or stored upon any Lot, except that the garbage and other waste accumulated from normal household operations may be kept temporarily for purposes of ordinary waste collection. All such waste substances being kept on a Lot pending collection thereof must be kept in sanitary containers with securely closed tops or lids or in plastic bags with the tops thereof securely closed. Any such containers must be hidden from general view, except when awaiting collection on a regularly scheduled collection day. The temporary location of such containers pending collection, and the period of time such containers or bags may be situated at such temporary location, are all subject to the approval of the Architectural Control Committee. All containers, bags, or other equipment for the storage or disposal of waste must be kept in a clean and sanitary condition. All waste containers must be placed for collection no more than twenty-four hours (24) before pickup is scheduled.

Section 6.16. **Fences and Walls.** No chain link fences or other wire type, fences shall be erected or located on any Lot so as to be visible from the front, side or rear of the Lot. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any, street than the minimum building setback line indicated on the recorded plat of the Property. No fence, wall or hedge shall exceed eight (8) feet in height unless otherwise specifically required by the City of Fort Worth. Wood fencing approved by the Committee will be allowed to extend from the outer perimeter of a home to the side property line a distance not to exceed approximately ten percent (10%) of the Lot width on any side of the home. The Committee may allow some flexibility on this dimension in the case of pie-shaped or irregularly shaped Lots. This wood fencing will be allowed only if such fence is to be located between the front and rear boundaries of the Home and approval will be subject to thorough consideration of the effect such proposed fencing might have on adjoining Lots and/or Homes. In addition, such wood fencing must be recessed from the front building

line of the Home a minimum distance of ten (10) feet. Any fencing located from the front of the Lot to the back of the Lot (perpendicular to front property line) may be of wood material; provided, however, that all such wood fencing, regardless of location, shall (i) be double-faced (i.e., no stringers or posts shall be visible from any residential street), (ii) be composed of cedar or redwood, (iii) have slats measuring between four (4) and eight (8) inches wide which are installed vertically only (not horizontally or diagonally), (iv) have an even flat top, and (v) not be painted or stained (except with a clear stain) on any surface which faces a street, alley or adjoining Lot unless otherwise approved by the Committee. Where a fence faces a street, it must be built with brick pillars at approximately every eight (8) feet separating the wood sections. All service and sanitation facilities must be enclosed within fences, walls or landscaping so as not to be visible from any residential street.

Fences on Lots adjacent to lakes, golf course property or any greenbelt must be ornamental in nature and must be approved by the Committee. Given the great variety of potential fencing and screening configurations and materials, it is understood that the fencing restrictions contained in this Section may not be exhaustive; therefore, no fence, wall or hedge shall be erected, placed or altered on any Lot without the approval of the Committee. Security fencing is subject to the Association's Security Measures Policy.

Retaining walls shall be constructed of concrete and shall be faced with brick or stone of the same type that is used on the Home except for lots listed with certain restrictions in Article XI.

Section 6.17. **Antennae.** Except where preempted by federal or state law or regulation, no antenna of any kind may be placed, kept or maintained on any Lot except: (i) a "wire" or "tube" antenna for receiving usual and ordinary AM-FM radio and television signals, which antenna must be contained within the attic space of the residence, and (ii) a "dish" or "satellite" receiver, of not greater than 1 meter in diameter, to be installed only on the side or back of the house, not to exceed the height of the tallest part of the house structure. Each Owner must use its best efforts to conceal all antennae from view on the fronting street. No broadcast antenna or antenna used for output devices may be placed outside any residence. The foregoing restrictions are meant to be construed as liberally as possible without violating the federal Telecommunications Act of 1996.

Section 6.18. **Sidewalks.** All sidewalks placed within the street right of way shall conform to City of Fort Worth and ACC specifications and ordinances with regards to materials, location, width and finish. Sidewalks may be constructed on Lots only with the written consent of the ACC and shall be constructed where directed by the Committee. Sidewalks shall be constructed and maintained in good repair, and shall be constructed of a composition and finish approved by the Committee. All sidewalks in the Subdivision shall be surfaced with concrete, stamped concrete, brick or other hard surfaced material of a finish and composition expressly approved by the ACC.

Section 6.19. **Municipal Ordinances.** The Owners of all Lots shall comply with the terms of all ordinances, statutes, and regulations of any governmental authority having jurisdiction over them or the Properties to the extent the same may apply. To the extent the provisions hereof create any lesser standard, duty, or obligation than any such applicable ordinance, the latter shall prevail as the obligation of each Lot Owner.

Section 6.20. **Recreational Equipment.** Sports courts shall only be allowed on certain Lots, as determined by the ACC in its sole and absolute discretion. The ACC shall consider factors such as the size of the Lot, the desired placement of the sports court, and the visibility of the sports court from any adjoining Lots. Sports court lighting and fencing shall require the prior written approval of the ACC and any Owner desiring to install same shall submit design and site plans, landscaping plans, and lighting specifications. Landscaping and fencing requirements may be set by the Committee for the purpose of screening courts in an aesthetically pleasing manner. Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed so as to be visible from any street. The ACC shall have the right to regulate the appearance and placement of all sporting apparatus including basketball goals. All recreational equipment must be maintained in an attractive state at all times. Recreational equipment that falls into disrepair must be promptly removed.

Section 6.21. **Lot Subdivision and Consolidation.** No Lot may be further subdivided and separated into smaller Lots, and no portion less than all of any Lot will be transferred or conveyed. Any Owner owning two (2) or more adjoining Lots or portions of two or more such Lots may, with the prior approval of the ACC, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one (1) residence and such other improvements as are permitted herein, provided, however, that the Lot resulting from such consolidation shall bear, and the Owner thereof shall be responsible for, all assessments theretofore applicable to the Lots which are consolidated and each building site shall meet, all lawful requirements of any applicable statute, ordinance or regulation.

Section 6.22. **Rain Barrels and Rainwater Harvesting Devices.** Section 202.007 of the Texas Property Code prohibits the Association and ACC from enforcing a provision that prohibits or restricts an Owner from installing rain barrels or a rain harvesting system on the Owner's Lot. However, Section 202.007 of the Texas Property Code further provides that the Association is not required to permit a rain barrel or rainwater harvesting system to be installed on a Lot in particular circumstances and is not restricted from regulating rain barrels and rain harvesting devices in specified manners, as follows: No rain barrel or rainwater harvesting system may be permitted in the Common Property or located on a Lot between the front of the Home and an adjoining or adjacent street, be of a color inconsistent with the color scheme of the Owner's Home, or display any language or other content that is not typically displayed by a barrel or system as it is manufactured. The ACC can regulate the size, type and shielding of, and the materials used in the construction of a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a Home or any other location that is visible from a street, another Lot, or the Common Property, if it does not prohibit the economic installation of the device or appurtenance on the Owner's Lot. There must be a reasonably sufficient area on a Lot to install these devices and appurtenances.

Section 6.23. **Flags.** Display of flags and installation of flag poles shall be governed by the Design Guidelines.

Section 6.24. **Religious Items.** Display of Religious items shall be governed by the recorded Display of Religious Items Policy.

Section 6.25. **Solar Energy Devices.** Installation of solar panels on a Lot shall be governed by

the Association's Solar Panel Policy, recorded in the Official Records under Clerk's File No. D215258968, as the same may be amended from time to time.

Section 6.26. **Mailboxes**. All mailboxes, unless affixed to a Home, shall be affixed to a substantial pole or stand permanently placed in the ground, and such mailboxes and supporting poles or stands shall be of a design in writing by the Committee and shall comply with all applicable laws and ordinances.

Section 6.27. **Pool, Spa and Hot Tub Equipment**. No pool, spa or hot tub may be erected, constructed, or installed without the prior written approval of the Committee. Above-ground pools, spas or hot tubs are expressly prohibited. All pool service equipment shall be fenced and located in either (a) a side yard between the front and rear boundaries of the Home; or (b) in the rear yard adjacent to the Home; and shall not be visible from any residential street or alley or any adjoining Lot.

Section 6.28. **Garage Sales**. Garage sales, yard sales, estate sales, rummage sales, or any similar sales on any Lot or any other portion of the Property are prohibited.

Section 6.29. **Use of the Common Properties**. Use of the Common Properties shall be limited to Members, their families and guests. With the exception of activities expressly permitted by this Declaration, no person or entity shall use any portion of the Common Properties to:

- (a) solicit, promote or conduct business, religious or political matters; or
- (b) distribute handbills, newsletters, flyers, circulars or other printed materials;

in either case without the written consent of the Association (which consent may be withheld in its sole and absolute discretion).

Section 6.30. **Private Streets**. The entry gatehouse, street sidewalks and alley network within the Subdivision are private and constitute a portion of the Common Properties which are subject to the jurisdiction and administration of the Association. The Board is specifically authorized to recommend, adopt, implement and enforce the rules, regulations, mechanisms and procedures governing use of the entry gatehouse, sidewalks, streets and alleys covering items such as, but not limited to:

- (a) identification and entry programs for Members, their respective immediate families, their guests and vehicles owned or driven by any of them;
- (b) speed limits, designated parking areas, restricted parking areas and no-parking areas;
- (c) signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters;
- (d) a fine system through which the Association can levy and collect fines from its Members for violations of the applicable rules and regulations; and



- (e) disclaimers of liability for any and all matters or occurrences on or related to the Common Properties.

Section 6.31. **Construction Completion Times.** In the event that a Home is partially or totally damaged by fire or other causes, the Owner of such Home must either rebuild the Home or completely clear the Lot. In the event the Owner desires to rebuild, the construction or restoration of the damaged Home, or portion thereof, must commence within one-hundred twenty (120) days after the occurrence causing the damage. No construction or restoration shall commence, however, until plans and specifications have been submitted to and approved by the Committee pursuant to Article V hereof. In the event the Owner does not desire to rebuild, the Owner must clear away all remaining debris and restore the Lot to the condition in which it existed prior to the initial construction of the damaged Home.

Section 6.32. **Utility Meters and Air-Conditioning Compressors.** All utility meters, equipment, air-conditioning compressors, evaporative coolers and similar items must be located in areas designated by the Committee and must be screened from view as required by the Committee.

## ARTICLE VII DUTIES AND POWERS OF THE ASSOCIATION

Section 7.1. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has delegated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the members, to maintain, improve, and enhance the Common Properties and to improve and enhance the attractiveness, desirability, and safety of the Subdivision. The Association has the authority to act as the agent to enter into any and all contracts on behalf of the Members in order to carry out the duties, powers, and obligations of the Association as set forth in this Declaration and other dedicatory instruments.

Section 7.2. The Association shall manage, operate, care for, maintain, and repair all Common Properties and keep the same in a safe, attractive, and desirable condition for the use and enjoyment of the Members. The duty to operate, manage, and maintain the Common Properties includes, but is not limited to the management, maintenance, repair, and upkeep of the Subdivision and Common Properties.

Section 7.3. The Association shall obtain such insurance as may be required by law, and as the Association shall deem necessary or desirable.

Section 7.4. The Association shall prepare annual budgets for the Association, which must include a reserve fund for the maintenance of the Common Properties.

Section 7.5. The Association shall levy, collect, and enforce the Assessments and other charges as elsewhere provided in this Declaration.

Section 7.6. The Association shall provide for an annual un-audited independent review of the accounts of the Association. Copies of the review shall be made available to any Member who



requests a copy of the same upon payment by such Member of the reasonable cost of copying, pursuant to the Association's open records policy, pursuant to Section 209.005 of the Act.

Section 7.7. The Association shall perform functions to assist the Architectural Control Committee as elsewhere provided in this Declaration.

Section 7.8. The Association may acquire additional property (including leases) for the common benefit of Owners including improvements and personal property. The Association may construct improvements on such property and may demolish existing improvements.

Section 7.9. The Association may adopt, amend, repeal, and enforce Rules and Regulations, and levy fines for violations of any of the governing documents of the Association, as may be deemed necessary or desirable with respect to the interpretation and implementation of the same, the operation of the Association, the use and enjoyment of the Common Properties and the use of any other property, facilities or improvements owned or operated by the Association.

## ARTICLE VIII ENFORCEMENT OF RESTRICTIONS

Section 8.1. Every Owner and every Owner's respective family members, tenants, occupants, guests, invitees and licensees shall comply with the Declaration, Bylaws, ACC Guidelines and any rules, regulations, policies, standards, and guidelines of the Association (the "Dedictory Instruments". The failure to comply with the Dedictory Instruments governing the Subdivision shall be grounds for an action to recover sums due for damage or injunctive relief, or both, maintainable by the Board on behalf of the Association, or, in a proper case, by an aggrieved Owner. The Association, through its Board of Directors, shall also be authorized to impose sanctions for violations of the Governing Documents. Sanctions may include, without limitation, the following:

(a) imposing reasonable monetary fines as an Individual Assessment against the Owner and his or her Lot;

(b) suspending any Owner's, lessee's, occupant's, invitee's and licensee's right to use any recreational facilities and the resident gate access system within the Common Properties; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(c) exercising self-help to cure violations, remove violations, and/or take any action to cure or remedy any violation or condition that violates the Dedictory Instruments (specifically including, but not limited to, removing nonconforming structures and/or improvements and performing maintenance on an Owner's Lot), and charging the cost back to the Owner as an Individual Assessment against the Owner and the Owner's Lot;

(d) recording in the Real Property Records of Tarrant County, Texas a Notice of Noncompliance against the violating Owner's Lot;

(e) filing suit at law or in equity, or both, to enjoin any violation or to recover monetary

damages, or both;

(f) charging an owner for property damage caused by the Owner or his or her family, guests, invitees, occupants, or lessees; and

(g) taking any other action to abate a violation of the Governing Documents.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. If the Association prevails in any action to enforce the Governing Documents, it shall be entitled to recover all costs, including, without limitation, attorney's fees and court costs reasonably incurred in such action. Failure by the Association to enforce any of the foregoing or any other right or remedy of the Association shall in no event be deemed a waiver of the right to so thereafter.

Section 8.2. Before the Association may suspend an Owner's right to use the Common Property, file a suit against an owner other than a suit to collect an Assessment or foreclose under the Association's lien, charge an Owner for property damage, levy a fine for a violation of the Dedicatory Instruments, or report any delinquency of an Owner to a credit reporting service, the Association or its Managing Agent must give written notice to the Owner by certified mail, return receipt requested. The notice must describe the violation or property damage that is the basis for the charge and state any amount due the Association from the Owner and inform the Owner that the Owner is entitled to a reasonable period to cure the violation (unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months), may request a hearing under Section 209.007 of the Act on or before the 30th day after the date the Owner receives the notice, and may have special rights or relief related to the enforcement action under federal law, including the Service Members Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the Owner is serving on active military duty.

Section 8.3. If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board or before the Board of Directors if a committee is not appointed. If a hearing is to be held before a committee, the notice prescribed by Section 209.006 of the Act must state that the Owner has the right to appeal the committee's decision to the Board by written notice. The Association shall hold a hearing under this section not later than the 30th day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 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. Additional postponements may be granted by agreement of the parties.

The Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association relating to collecting amounts, including damages, due the Association for enforcing restrictions contained in its dedicatory instruments only if the Owner is provided a written notice that attorney's fees and costs will be charged to the Owner if the delinquency or violation continues after a certain date. An Owner is not liable for attorney's fees incurred by the Association relating to a matter described by the notice under this section if the attorney's fees are incurred before the conclusion of the hearing; or, if the Owner does not

request a hearing before the date by which the Owner must request a hearing, All attorneys' fees, costs, and other amounts collected from an Owner must be deposited into an account maintained at a financial institution in the name of the Association or its Managing Agent. Only Board members or the Association's Managing Agent or employees of its Managing Agent may be signatories on the account. On written request from the Owner, the Association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs.

## ARTICLE IX AMENDMENT OF RESTRICTIONS

Section 9.1. This Declaration may be amended or restated by the written agreement or by the signed ballots of not less than 67% of all Owners in the Subdivision. There shall be one (1) vote per Lot. Anyone owning more than one (1) Lot shall have one (1) vote for each Lot owned. Such amendment must be approved by said Owners within six (6) months of the date the first Owner executes such amendment. Otherwise, such amendment shall fail. The date an Owner's signature is acknowledged shall constitute prima facia evidence of the date of execution and adoption of said amendment by such Owner. Members entitled to cast not less than 67% of all of the votes of the Association may also vote to amend this Declaration, in person, or by proxy, at a meeting of the Members duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and must set forth the purpose of such meeting. For purposes of this Section, amendments to the Declaration adopted at a meeting of the Members shall require the approval of Members entitled to cast not less than 67% of all votes of the Association, not just those Members who are present at the meeting. Any such amendment will become effective when an instrument is filed for record in the Official Records, accompanied by a certificate, signed by the Secretary of the Association, stating that the required number of Members voted in favor of the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose.

## ARTICLE X GENERAL PROVISIONS

Section 10.1. **Severability.** Invalidity of any one of these covenants or restrictions of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 10.2. **Annexation.** Additional residential property and Common Property may be annexed to the Properties with the consent of two-thirds (2/3) vote of the members of the Association.

Section 10.3. **Compliance with Laws.** At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Lot and any improvements thereon. If any provision contained in this Declaration or any supplemental declaration or amendment is found to violate any law, then the provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

Section 10.4. **Gender and Number.** The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof applicable either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Section 10.5. **Headlines.** The titles and captions for this Declaration and the sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

Section 10.6. **Governing Law.** The provisions in this Declaration shall be governed by and enforced in accordance with the laws of the State of Texas. Any and all obligations performable hereunder are to be performed in Tarrant County, Texas.

Section 10.7. **Books and Records.** The books, records and papers of the Association shall, upon written request and by appointment, during normal business hours, be subject to inspection by any Member, pursuant to a Records Production and Copying Policy adopted by the Association.

Section 10.8. **Notices.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. The address of the Lot or Home shall be presumed to be the address for proper notice unless written notice of another address has been provided by the Owner in writing to the Association.

Section 10.9. **Mergers.** Upon a merger or consolidation of the Association with another association as provided in its Certificate of Formation, the Association's properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation or to a like organization or governmental agency. The surviving or consolidated association shall administer any restrictions together with any Declarations of Covenants, Conditions and Restrictions governing these and any other properties, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

Section 10.10. **Current Address and Occupants.** Owners are required to notify the Association in writing of their current address if other than the physical address of the Lot. If an Owner fails to notify the Association of his current address, the Association shall use the address of the Lot as the current address. If Owner leases the Lot and Home, he shall supply the name of the Occupant present upon the execution of any lease to the Association.

Section 10.11. **Security.** NEITHER THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR

EMPLOYEES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY HOME, OR OWNER OR USER OF AN IMPROVEMENT, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO HOMES AND IMPROVEMENTS AND TO THE CONTENTS OF HOMES AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

Section 10.12. **View Impairment.** The Association does not guarantee or represent that any view over and across the Lots, Common Properties or open space within the Subdivision will be preserved without impairment. The Association shall have no obligation to relocate, prune, or thin trees or shrubs on the Common Property. The Association shall have the right to add trees and other landscaping to the Common Property. There shall be no expressed or implied easements for view purposes or for the passage of light and air.

Section 10.13. **Occupants Bound.** All provisions of the Dedicatory Instruments applicable to the Property and Owners shall also apply to all Occupants of any Lot or Home. Every Owner shall cause all Occupants to comply with the foregoing, and every Owner shall be responsible for all violations, losses, or damages caused by an Occupant, notwithstanding the fact that such Occupant is jointly and severally liable and may be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by an Occupant, the Association may require that the Occupant be removed from and not be allowed to return to the Subdivision and/or that any lease, agreement or permission given allowing the Occupant to be present be terminated.

Section 10.14. **Transfer of Title and Resale Certificate.** Not later than the 10th business day after the date a written request for Subdivision information is received from an Owner or the Owner's agent, a purchaser of a Lot or Lots in the Subdivision or the purchaser's agent, or a title insurance company or its agent acting on behalf of the Owner or purchaser, and the evidence of the requestor's authority to order a resale certificate is received and verified, the Association shall deliver to the Owner or the Owner's agent, the purchaser or the purchaser's agent, or the title insurance company or its agent a current copy of the Declaration, Bylaws and Rules of the Association and a resale certificate prepared not earlier than the 60th day before the date of delivery that complies with Texas Property Code Section 207.003. For a request from a purchaser of property in the Subdivision or the purchaser's agent, the Association may require the purchaser

or purchaser's agent to provide to the Association, before the Association begins the process of preparing or delivers the items listed, reasonable evidence that the purchaser has a contractual or other right to acquire property in the Subdivision. A resale certificate must contain those items required by the Texas Property Code then in effect. The Association may charge a reasonable fee to assemble, copy, and deliver the information required by this section and may charge a reasonable fee to prepare and deliver an update of a resale certificate. The Association may require payment before beginning the process of providing a resale certificate but may not process a payment until the resale certificate is available for delivery. The Association may not charge a fee if the resale certificate is not provided in the time prescribed. The Association must deliver the information required to the person specified in the written request. A written request that does not specify the name and location to which the information is to be sent is not effective. The Association may deliver the information required and any update to the resale certificate by mail, hand delivery, or alternative delivery means specified in the written request. Neither the Association nor its Managing Agent is required to inspect a Lot before issuing a resale certificate or an update. Not later than the 7th business day after the date a written request for an update of a resale certificate is received from an Owner, Owner's agent, or title insurance company, the Association shall deliver to the Owner, Owner's agent, or title insurance company or its agent an updated resale certificate that contains the following information: if a right of first refusal or other restraint on sale is contained in the dedicatory instruments, a statement of whether the Association waives the restraint on sale; the status of any unpaid Assessments or other payments attributable to the Owner's Lot(s); and any changes to the information provided in the resale certificate issued previously. Requests for an updated resale certificate must be made within 180 days of the date the original resale certificate was issued. The updated request may be made only by the party requesting the original resale certificate.

The Association must make the dedicatory instruments relating to the Subdivision and filed in the Official Records available on its website if the Association has, or its Managing Agent on behalf of the Association maintains, a publicly accessible website.

Upon the transfer of ownership of any Lot, the Seller and Buyer of the Lot must promptly notify the Association of the name and mailing address of the new Owner, and a transfer fee may be charged, if such fee is approved by the Board of Directors.

Section 10.15. **Conflicts**. When this Declaration and statutes, ordinances, and governmental rules and regulations cover the subject matter, there must be compliance with each requirement. When this Declaration is in conflict or becomes in conflict with statutes, ordinances, governmental rules and regulations, the statutes, ordinances, the governmental rules and regulations will control, with the conflicting provision of this Declaration being preempted.

Section 10.16. **Liberal Construction**. The provisions of this Declaration must be liberally construed as a whole to effectuate the purpose and intent of this Declaration.

Section 10.17. **Rights of City of Fort Worth**. Unless otherwise approved by seventy-five percent (75%) of the outstanding votes of the Association, the Association shall not by act or omission seek to abandon its obligations established by this Declaration. However, in the event that:

- (a) the Association dissolves and the Common Properties shall not be either (i) dedicated to

and accepted by an appropriate municipal corporation, public agency, authority or utility to be devoted to purposes as nearly as practicable the same as those to which such Common Properties were required to be devoted by the Association, or (ii) conveyed to another organization or entity which assumes all obligations imposed hereunder upon the Association to maintain said Common Properties; or

- (b) the Association, its successors or assigns, shall fail or refuse to adequately maintain the appearance and condition of the Common Properties which it is obligated to maintain hereunder;

then, in either such event, the City of Fort Worth, Texas, shall have the right, but not the obligation to assume the duty of performing all such maintenance obligations of the Association at any time after such dissolution, upon giving written notice to the Owners, or at any time after expiration of twenty-one (21) days after receipt by the Association, its successors or assigns, of written notice specifying in detail the nature and extent of the failure to maintain without such failure being remedied. Upon assuming such maintenance obligations, the City of Fort Worth may collect, when the same become due, all assessments, annual or special, levied by the Association pursuant to the provisions hereof for the purpose of repairing, replacing, maintaining or caring for the Common Properties; and, if necessary, enforce the payment of delinquent assessments in the same manner set forth herein. In the alternative, upon assuming such maintenance obligations, the City of Fort Worth may levy an assessment upon each Lot on a pro-rata basis for the cost of such maintenance, notwithstanding any other provisions contained in this Declaration, which assessment shall constitute a lien upon the Lot against which each assessment is made. During any period that the City of Fort Worth assumed the obligation to maintain and care for the Common Properties, the Association shall have no obligation or authority with respect to such maintenance. The right and authority of the City of Fort Worth to maintain the Common Properties shall cease and terminate when the Association, its successors or assigns, shall present to the City of Fort Worth reasonable evidence of its willingness and ability to resume maintenance of the Common Properties. In the event the City of Fort Worth assumes the duty of performing the maintenance obligations of the Association as provided herein, then the City of Fort Worth, its agents, representatives and employees, shall have right of access, ingress and egress to and over the Common Properties for the purpose of maintaining, improving and preserving the same, and in no event, and under no circumstances, shall the City of Fort Worth be liable to the Association or any Owner or their respective heirs, devisees, personal representatives, successors and assigns for negligent acts or construction (excluding, however, malfeasance and gross negligence) relating in any manner to maintaining, improving and preserving the Common Properties.

## ARTICLE XI RESTRICTIONS UNIQUE TO CERTAIN LOTS WITHIN MIRA VISTA

### Section 11.1. Fencing for Certain Lots Abutting the Golf Course.

- a. The Owners of the following described Lots are required to construct fencing on the side and rear of their respective Lots which does not obstruct or otherwise impair adjoining Lot Owners' view of the golf course beginning at a point twelve feet (12') from the rear corners established by the intersection of the side and rear boundary lines of a restricted



Lot. All fencing within the following described Lots shall be constructed with open, transparent ornamental iron, painted black, comprising at least eighty percent (80%) of the affected linear side and rear boundaries of the Lots and complying with all Design Guidelines adopted by the Association:

- Original Phase of Mira Vista:
  - Lots 9, 10, and 11 in Block 8;
  - Lots 1, 2, 3, and 9 in Block 14;
  - Lots 1, 3, 4, 6, 7, 10, 11, 12, 16, 17, 18, 19, 20, 21, 26, 27, 28, 29, 31, 32, 33, 34, 35, 38, 39, and 40 in Block 15;
  - Lots 1, 2, 3, 4, 5, 6, 10, and 11 in Block 16;
  - Lots 1, 2, 3, 4, 5, and 6 in Block 17;
  - Lots 1 through 9 in Block 18;
  - Lots 2 through 11 in Block 19;
  - Lots 1, 3, 5 through 11, and 40 through 44 in Block 20;
  - Lots 1 through 5, 8, 9, 10, and 13 through 24 in Block 22;
  - Lots 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28, 29, 30, 31, and 32 in Block 23;
  - Lots 1 through 9, 15 through 20, and 40 through 44 in Block 28;
  - Lots 1, 2, 3, 4, 5, and 6 in Block 29;
  - Lots 11 through 17 in Block 30;
  - Lots 1 through 12 in Block 31;
  - Lots 5 through 8 in Block 32;
  - Lots 1 through 6 in Block 33;
  - Lots 1 through 32 [save an except Lot 25] in Block 34; and
  - Lots 1 through 20 in Block 36;
- Phase 2-B:
  - Lots 3, 4, 5, and 6 in Block 13; and
  - Lots 12, 14, and 25 in Block 11;
- Phase 2-A:
  - Lots 16, 20, 21, and 23 in Block 12;
- Phase 1-C:
  - Lots 21, 22, 26, and 27 in Block 9.

Provided, however, the Owners of Lots 12 and 16 in Block 15 of the original phase of Mira Vista are authorized to construct gates with open, transparent ornamental iron, painted black, which provides access to and from the golf course.

- b. The Owners of the following described Lots of the original phase of Mira Vista are restricted from constructing fencing on their Lot which obstructs or otherwise impairs adjoining Lot Owners' view of the open spaces or scenic views of the adjacent areas, beginning at a point on the side boundary lines of each Lot of twelve feet (12') from the place of intersection of the side boundary line of the Lot with the crown of the existing slope of the Lot and including the horizontal line or curve comprising the crown of the existing slope of each Lot between the side boundary lines. All fencing within the aforesaid areas on the aforementioned Lots shall be constructed with open, transparent ornamental iron, painted black, comprising at least eighty percent (80%) of the affected



linear side and rear boundaries of the Lots and complying with all Design Guidelines adopted by the Association:

- Lots 12 through 19 in Block 8; and
  - Lots 6, 7, 8, 9 and 10 in Block 30;
  - Lots 23 through 32 [save and except Lot 25] in Block 34.
- c. The Owners of the following described Lots of the original phase of Mira Vista are restricted from constructing fencing on any side or rear boundary of their Lot which abuts any portion of the golf course, open spaces, or scenic areas, whereby said fencing obstructs or otherwise impairs adjoining Lot Owners' views of the golf course, open spaces, or scenic views of the adjacent areas. All fencing for the side and rear boundaries on the following described Lots must be approved by the Committee and shall be constructed (i) with open, transparent ornamental iron, painted black, comprising at least eighty percent (80%) of the affected linear side and rear boundaries of the Lots and complying with all Design Guidelines adopted by the Association; and (ii) in a manner so as not to obstruct or impair adjoining Lot Owners' views of the golf course, open spaces, or scenic views of adjacent areas at a common corner of adjacent Lots beginning at a point twelve feet (12') from a corner of a restricted Lot:
- Lots 7 and 9 in Block 16; and
  - Lots 8 through 15 in Block 29.
- d. The Owners of the following described Lots of the original phase of Mira Vista are required to construct fencing on the side and rear of their respective Lots which does not obstruct or otherwise impair adjoining Lot Owners' views of the adjoining public golf course, open spaces or other scenic views of adjacent areas, beginning at a point twenty feet (20') from the rear corners established by the intersection of the side and rear boundary lines of a restricted Lot. All fencing within the aforementioned areas on the following described Lots shall be constructed with open, transparent ornamental iron, painted black, comprising at least eighty percent (80%) of the affected linear side and rear boundaries of the Lots and complying with all Design Guidelines adopted by the Association:
- Lots 15, 16, 18, 24, 25, 35, 37, 38, and 39 in Block 37.

**Section 11.2. Certain Lots in the Original Phase of Mira Vista.**

- a. The Owner of Lot 1, Block 33 is required, in the event fencing is desired along the side boundary line adjacent to Saucon Valley Drive, to use limestone or other approved brick to create a solid wall not greater than eight feet (8') in vertical height and to landscape the exterior face of said wall with landscape material approved by the Committee.
- b. The Owners of the following described Lots are restricted from constructing a retaining wall (structural or otherwise) except as specified herein. Any retaining wall constructed on the aforesaid Lots by the Owner, whether by the choice of the Owner or as required

by the Committee, must be constructed of limestone consistent with the landscaping existing in the Common Properties and other street medians within the Subdivision as well as on the adjoining golf club:

- Lots 10, 11, 17, 18, 26, 27, 28, and 29 in Block 15;
  - Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, and 11 in Block 16;
  - Lots 1, 2, 3, 4, 5, and 6 in Block 17;
  - Lots 1 through 9 in Block 18;
  - Lots 2 through 11 in Block 19;
  - Lots 1, 3, 5 through 11, 33, 34, and 40 through 44 in Block 20;
  - Lots 1 through 5, 8, 9, 10, and 13 through 25 in Block 22;
  - Lots 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28, 29, 30, 31, and 32 in Block 23;
  - Lots 1 through 9 and 15 through 20 in Block 28;
  - Lots 1 through 6 and 8 through 15 in Block 29;
  - Lots 11 through 17 in Block 30;
  - Lots 1 through 12 in Block 31;
  - Lots 5 through 8 in Block 32;
  - Lots 1 through 6 in Block 33;
  - Lots 1 through 33 [save and except Lot 25] in Block 34; and
  - Lots 1 through 20 in Block 36.
- c. The Owners of the following described Lots are expressly required to maintain that portion of the perimeter fencing erected by Declarant on each of their respective Lots or otherwise install such perimeter fencing where no such fence exists; provided, however, that the Owners of each of the foregoing Lots may replace or modify the original fencing erected by Declarant so long as (i) the replacement fencing and/or modification to the original fencing maintains the integrity of the security of the Subdivision for all Lot Owners including but not limited to Lots immediately adjacent to any of the above-described Lots; (ii) any replacement fencing is erected along a line or boundary substantially identical to the original perimeter fencing erected by Declarant; and (iii) the plans, style, design or type of replacement fencing are approved, in advance, by the Committee:
- Lots 12, 13, 14, 16, 17, and 18 in Block 7;
  - Lots 11 through 22 in Block 8;
  - Lots 22, 23, 24, 25, and 26 in Block 15;
  - Lot 11 in Block 16;
  - Lots 9 through 17 in Block 18;
  - Lots 12, 13, 15, 16, 18, 19, 20, 21 and 22, and Lots 23 through 30 in Block 20;
  - Lot 32 in Block 23;
  - Lots 7, 8, 9, 10, and 11 in Block 24;
  - Lots 3, 4, 5, 6, 7, and 8 in Block 27;
  - Lots 9, 10, 11, 12, 13, 14, and 15 in Block 28;
  - Lots 6 through 17 in Block 30;
  - Lots 1 through 6 in Block 31;
  - Lots 36, 37, 38, and 39 in Block 37.

- d. The Owners of the following described Lots are expressly prohibited and restricted from constructing any roadway, driveway, alley or other means of ingress and egress which would permit vehicular access to and from such Lots onto Desert Highlands Drive:
- Lots 8, 9, 10, 11, 12, and 13 in Block 27; and
  - Lots 1, 2, 3, 4, 5, 6, and 7 in Block 24
- e. The Owners of the following described Lots are expressly prohibited and restricted from constructing any roadway, driveway, alley or other means of ingress and egress which would permit vehicular access to and from such Lots onto St. Andrews Road:
- Lots 1, 2, 3, 5, 6, 7, 8, 11, 12, 13, 14, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, and 34 in Block 25
- f. The Owners of the following described Lots are expressly prohibited and restricted from constructing any roadway, driveway, alley or other means of ingress and egress which would permit vehicular access to and from such Lots onto Saucon Valley Drive. The Owners of such Lots are further restricted from either entering or exiting their Lot if such entrance or exit is made directly from or to Saucon Valley Drive:
- Lots 40, 41, 42, 43, and 44 in Block 20; and
  - Lots 16 through 21 in Block 29.
- g. The Owners of the following described Lots are expressly prohibited and restricted from constructing any roadway, driveway, alley or other means of ingress and egress which would permit vehicular access to and from such Lots onto Oak Hill Drive:
- Lots 25, 26, and 27 in Block 22; and
  - Lot 1 of Block 29
- h. The Owners of the following described Lots are expressly prohibited and restricted from constructing any roadway, driveway, alley or other means of ingress and egress which would permit vehicular access to and from the rear easternmost boundary lines of said Lots over and across Lot 4 in Block 28A, to Sanctuary Heights Road. The Owners of the following described Lots are further prohibited and restricted from entering or exiting their respective Lots if such entrance or exit is made across said Lot 4 in Block 38A from or to Sanctuary Heights Road:
- Lots 24 and 25 in Block 37.
- i. The Owners of the following described Lots are required to construct fencing on the side of their Lot which adjoins Saucon Valley Drive pursuant to and in conformance with the standard design previously adopted by Declarant and the Committee attached hereto as Exhibit A:
- Lots 16 through 21 in Block 29.

- j. The Owners of the following described Lots are restricted from constructing a fence on the rear boundary of their respective lots adjacent to Oak Hill Drive, other than a fence constructed entirely of open, transparent ornamental iron, painted black and which otherwise complies with all Design Guidelines adopted by Declarant and the Association:
  - Lots 25, 26, and 27 in Block 22
- k. The Owners of the following described Lots are restricted from constructing a residence or any other improvement on such Lot which exceeds seven hundred and forty (740) feet mean sea level, as measured consistent with the topographical maps of Declarant:
  - Lot 24 in Block 22.
- e. The Owners of the following described Lots are restricted from constructing a residence or any other improvement which exceeds thirty-five (35) feet in true vertical height above the original natural grade directly below the point of measurement:
  - Lots 33, 34, and 35 in Block 37.
- f. The Owners of the following described Lots are prohibited from constructing any improvement within that portion of such Lots lying within the areas thereon designated as a Variable Width Drainage Easement in the Plat recorded in Cabinet A, Slide 5360, Plat Records, Tarrant County, Texas:
  - Lots 36 and 37 in Block 37.

Provided, however, subject to the prior written approval of the Committee, a bridge or other structure may be constructed over such Variable Width Drainage Easement on Lot 36 in Block 37.

Section 11.3. **Certain Lots in Phase 2-A.**

- a. The Owners of Lot 1 and 6 through 7 in Block 11 and Lots 9, 10, 11, 12, 13, 29, 30, 31, 32, 33, 43, and 44 in Block 12 are expressly prohibited and restricted from constructing any roadway, driveway, alley or other means of ingress and egress which would permit vehicular access to and from the foregoing Lots onto Mira Vista Boulevard. The Owners of the foregoing Lots are further prohibited and restricted from either entering or exiting their respective Lots if such entrance or exit is made directly from or to Mira Vista Boulevard.
- b. The Owners of Lots 13, 14, 15, and 16 in Block 12 are restricted from constructing a structural retaining wall except as specified herein. Any retaining wall constructed on the aforesaid Lots by the Owner, whether by the choice of the Owner or as required by the Committee, must be constructed of limestone consistent with the landscaping existing in the Common Properties and other street medians within the Subdivision as

well as on the adjoining golf club.

- c. No fencing or other structural or nonstructural improvements will be permitted in a ten-foot (10') wide parcel of land running parallel and adjacent to the right of way in Mira Vista Boulevard, said parcel having been made subject to an exclusive use easement for the benefit of the Association for the purpose of establishing and maintaining an irrigated and landscaped Common Property along Mira Vista Boulevard to promote and enhance the aesthetic view of Mira Vista Boulevard, and the overall Subdivision as well as to incorporate uniform standard fencing on the following described Lots which adjoin Mira Vista Boulevard:

- Lot 1 and 6 through 7 in Block 11; and
- Lots 9, 10, 11, 12, 13, 29, 30, 31, 32, 33, 43, and 44 in Block 12.

**Section 11.4. Certain Lots in Phase 2-B.**

- a. The Owners of Lots 8, 18, 19, and 20 in Block 11, and Lots 2, 11, 12, and 18 in Block 13 are expressly prohibited and restricted from constructing any roadway, driveway, alley or other means of ingress and egress which would permit vehicular access to and from the foregoing Lots onto Mira Vista Boulevard. The Owners of the foregoing Lots are further prohibited and restricted from either entering or exiting their respective Lots if such entrance or exit is made directly from or to Mira Vista Boulevard.
- b. The Owners of Lots 8, 18, 19, 20 in Block 11, and Lots 2, 11, 12, and 18 in Block 13 are required to construct fencing on their side of their respective Lot which adjoins Mira Vista Boulevard pursuant to and in conformance with a standard design adopted by the Association.
- c. The Owners of Lots 8, 9, 10, 11, 20, 21, 22, 23, 24, and 25 in Block 11 are restricted from constructing a residence or other improvement which exceeds thirty feet (30') in true vertical height above the original natural grade directly below the point of measurement.
- d. The Owners of Lots 14, 15, 16, 17, and 18 in Block 11 are restricted from constructing a structural retaining wall except as specified herein. Any retaining wall constructed on the aforesaid Lots by the Owner, whether by the choice of the Owner or as required by the Committee, must be constructed of limestone consistent with the landscaping existing in the Common Properties and other street medians within the Subdivision as well as on the adjoining golf club.

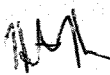
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CERTIFICATION

The undersigned, being the President of Mira Vista Homeowners Association, Inc., hereby executes this instrument certifying the Association's approval of this Declaration represent the approval of Owners holding at least sixty-seven percent (67%) of the votes in the Association who approve this Declaration

IN WITNESS WHEREOF, I have hereunto subscribed my name on the date shown below.

**MIRA VISTA HOMEOWNERS ASSOCIATION, INC., a  
Texas nonprofit corporation**

By: 

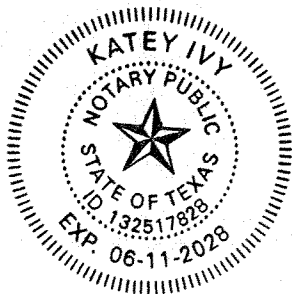
Printed Name: Hunter Hollarn

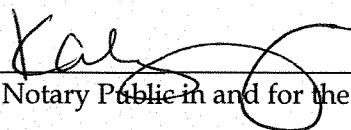
Its: President

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF TARRANT §

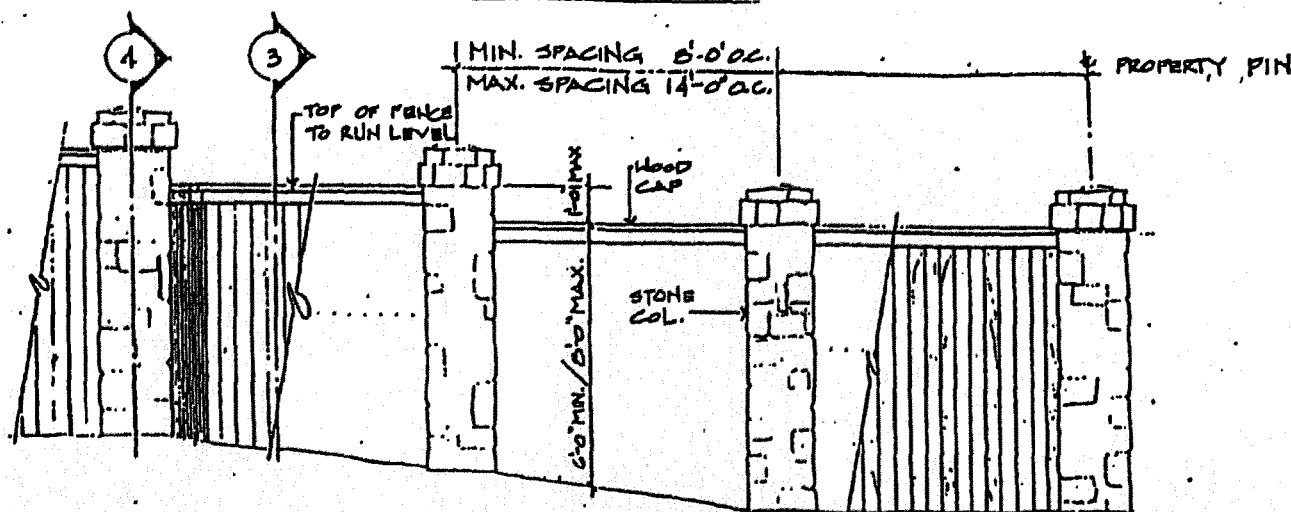
Before me, the undersigned authority, on this day personally appeared Hunter Hollarn, President of Mira Vista Homeowners Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and considerations therein expressed and in capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of January, 2026.

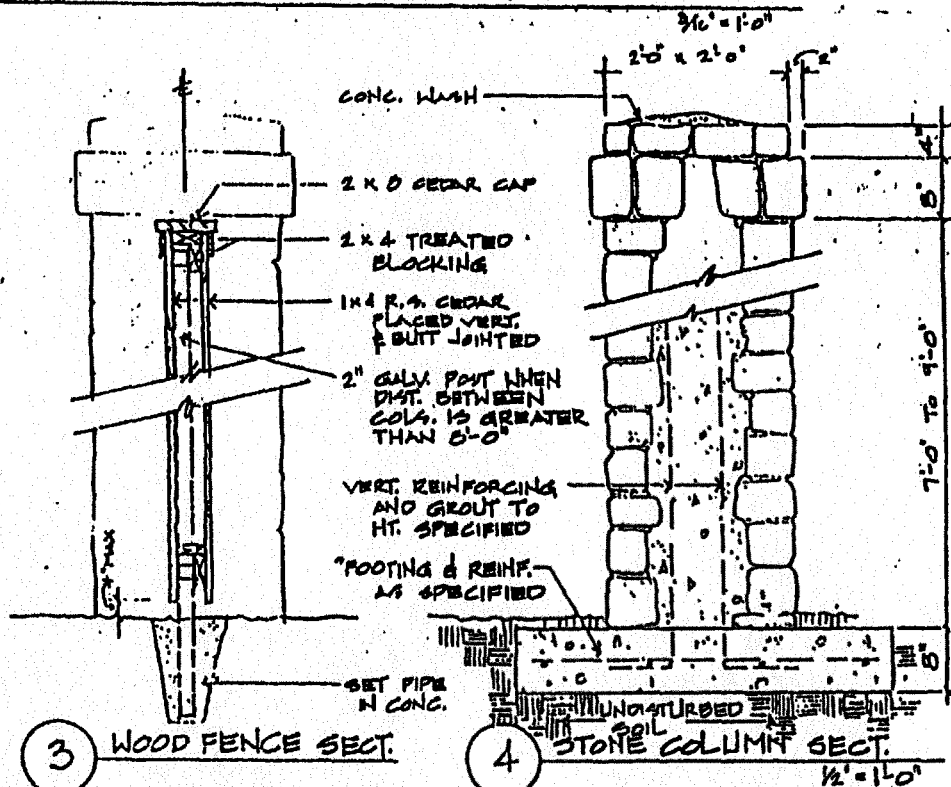
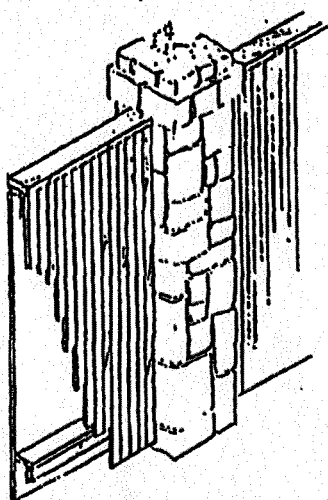


  
Notary Public in and for the State of Texas

**EXHIBIT A**  
**FENCING REQUIREMENTS**



# 1 FENCE ELEVATION @ MIRA VISTA BLVD.



## 2 ISOMETRIC

## 3 WOOD FENCE SECT.

## 4 STONE COLUMN SECT.

### CONCRETE WORK

#### REINFORCING

- Reinforcing bars to meet ASTM A 615, Grade 60
- Columns @ 7'-0" to 8'-0" high to top (7x3 footing)  
Footing: 4 #3 bars ea. way  
Column: 4 #3 bars @ 4'-0" vertically and grouted solid  
Columns @ 8'-1" to 9'-0" high to top (7x4 footing)  
Footing: 4 #3 bars ea. way  
Column: 4 #4 bars @ 4'-0" vertically and grouted solid

#### CONCRETE MATERIALS

- Portland cement ASTM C 150, Type I
- Ready-Mix Concrete Comply with ASTM C 94
- Sharp Sand (Moisture 0% and Maximum 0")
- Concrete strength requirements 3,000 PSI to 28 days

### MASONRY WORK

#### MASONRY

- Stone material to be limestone matching the existing median material of Mira Vista Boulevard
- Two days prior to construction and purchase of materials, submit sample stone materials for approval
- Rough stone to be 6-1/2" to 8" thick selected from local sources with a dimension ratio of rise to length to depth of 1:1:1

### MORTAR MATERIALS

- Portland Cement: ASTM C 150, Type I, except type IS may be used for cold weather protection
- Hydrated Lime: ASTM C 207, Type S
- Sand: ASTM C 144
- Water: Clean drinkable
- Masonry Cement to suit, acceptable for mortar
- Do not use calcium chloride in mortar
- Provide, dry or wet, is not acceptable for mortar

#### INSTALLATION

- Feature Bonds: Lay exposed stone masonry to measured and roughly square pattern
- Mortar mix: ASTM C 270, Proportion specifications Type S
- All materials shall be thoroughly measured
- Caulking and thoroughly mix cement, water, and aggregate in a mechanical batch mixer for a minimum of five minutes
- Lay rough stone with completely filled bed and head joints butter ends with rich mortar in all head joints and above into place. Do not push head joints.
- Joints: Lay stone courses with raked joints of 3/8" to 1/2" width

### REPAIR, POINTING, AND CLEANING

- Close exposed rough stone masonry surfaces with clean water and stiff brush
- During the pointing of joints, remove any voids or holes and completely fill with mortar. Point up all joints to provide a neat, uniform appearance

### WOOD FINISHING MATERIALS

- Supposed finishing material: Western Red Cedar, WYTA or WCLTS rough sawn 1 1/2" nominal diameter for vertical members and 2" x 6" top rail
- Concealed wood material: "Treated" lumber shall comply with AWPA LP-3 Standards for pressure treated material
- All wood fence sections over 8'-0" long are to have a single 1/2" Lx Galv. post placed at mid-point.

#### INSTALLATION

- All fasteners are to be of hot-dip steel meeting (ASTM A 193)
- Set galv. posts in concrete to a depth of 1'-0" and fastened to the fence structure with galv. brackets
- Relating with supporting fence and between must be of the same material as the column.
- Relating walls shall be a maximum of 4'-0" high
- CONSTRUCTION OF FENCING MUST BE COMPLETED WITHIN 60 DAYS OF THE START OF RESIDENTIAL CONSTRUCTION.

FENCE DESIGN  
along  
MIRA VISTA BOULEVARD



# **POLICIES, RULES and GUIDELINES**

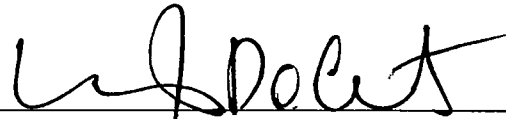
  
MARY LOUISE NICHOLSON  
COUNTY CLERK

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOTICE OF REVISION TO MIRA VISTA DESIGN GUIDELINES**

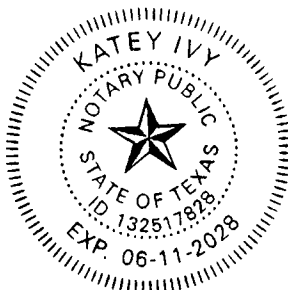
This Notice of Revision to Mira Vista Design Guidelines is being recorded at the direction of the Board of Directors of the Mira Vista Homeowners Association, Inc., a Texas corporation, pursuant to the authority granted by the Declaration of Covenants, Conditions and Restrictions for Mira Vista, dated as of September 21, 1987, and recorded in Volume 9074, Page 1082 et seq., of the Real Property Records of Tarrant County, Texas. The Mira Vista Design Guidelines is attached to this Notice.

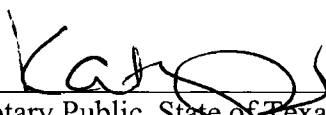
Executed to be effective on the 16th day of September 2024.

  
\_\_\_\_\_  
Lysie DeCet, President

THE STATE OF TEXAS       §  
                                          §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 16th day of September 2024, by Lysie DeCet, as President of the Mira Vista Homeowners Association, Inc., a Texas corporation, on behalf of said corporation.



  
\_\_\_\_\_  
Notary Public, State of Texas

# Mira Vista

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## Design Guidelines

(revised September 2024)

# MIRA VISTA

## DESIGN GUIDELINES

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## I. STATEMENT OF PURPOSE

These MIRA VISTA DESIGN GUIDELINES have been created to provide direction to Lot Owners for the improvement of their properties, to establish thresholds for design quality and the suitable application of materials, and to insure sensitivity to each site's environment and its neighbors. These guidelines constitute the standards and requirements to which each Owner must adhere, subject to waivers or variances granted by the Architectural Control Committee (the "ACC"). Matters of compliance with the Association's governing documents, including these Guidelines, shall be determined by the ACC in its sole and absolute discretion.

These Design Guidelines are promulgated by the Architectural Control Committee in accordance with the *Declaration of Covenants, Conditions and Restrictions* for Mira Vista (the "Declaration" or "CCR's"), and pursuant to the authority granted therein to the Board of Directors of the Mira Vista Homeowners Association, Inc. (the "Association").

It is not the purpose of these Design Guidelines to create look-alike residences or improvements, or to suggest that they all be of similar style, color, or materials. To the contrary, the intent is to stimulate a rich and diverse variety of creative architectural styles, drawn from this common palette of materials, and blended together to form a vital residential community, compatible with its striking hillside setting.

It is expected that the design of each residence will evolve from and be tailored to the unique features of its specific Lot, incorporating studied consideration of existing slope, vegetation, views, and prominent site features. To that end, a comprehensive design review process (the "Design Review Process") has been established, encompassing the following five phases:

1. The Pre-Design Conference, during which each Owner along with his architect / designer may review ideas and the natural aspects of the Lot with a representative of the Architectural Control Committee before any plans are prepared. It is preferable but not necessary that this meeting take place on site.
2. The Preliminary Submittal, at which time the Architectural Control Committee can review conceptual plans to ensure conformance with these Design Guidelines before the Owner finalizes his design.
3. The Final Submittal, at which time the Architectural Control Committee can review final construction documents to confirm that they are consistent with the previously approved preliminary plans.
4. The Pre-Construction Conference, during which representatives of the Architectural Control Committee may review the construction regulations with each pre-approved builder to ensure understanding of, and future compliance with, these regulations.
5. Final Inspection of the improvements may be reviewed by a representative of the Architectural Control Committee to determine whether actual construction has been completed in strict compliance with the approved plans, approved changes, and these Design Guidelines.

The Design Review Process was developed to provide adequate checkpoints throughout the design and development phases, so that time and money are not wasted on plans and designs which do not adhere to the Design Guidelines or to the overall design principles of Mira Vista, or which may be inappropriate or of improper configuration for their specific Lot settings. Therefore, it is extremely important that the design steps of the Design Review Process be followed in their entirety, and in correct sequence. This process is a proven and streamlined one and will not result in time delays, provided each Owner, designer and builder performs in the spirit with which the Design Guidelines are intended, namely, a site-sensitive approach to the development of his Lot within this unique community.

It is strongly recommended that an Owner retain competent professional services for planning and design to ensure a thorough analysis and understanding of a particular Lot and the Owner's special needs and living patterns, as well as to provide the ability to communicate to the Architectural Control Committee the concept and design of a proposed residence or improvement. If an Owner elects to do his own design or to retain nonprofessional services, and the result in either case is repeatedly denied by the Architectural Control Committee, the Committee may require that the Owner thereafter utilize professional design services.

The Design Review Process is intended to operate sequentially with the plan review process required by the City of Fort Worth for obtaining a building permit. An application for a building permit should not be submitted to the City prior to confirmation of Final Design Approval by the Architectural Control Committee. However, the Mira Vista Design Review Process is independent of the City's technical plan review process and is solely intended to enforce the Mira Vista Design Guidelines. Therefore, each Owner or Owner's agent shall bear the responsibility for the proposed structure's adherence to Fort Worth's zoning and building code standards.

No building, fence, wall or other structure or improvement of whatever type shall be commenced, erected or maintained on any Lot (except for initial construction on the Common Properties by the Declarant or Declarant's successors), nor shall there be any addition to or change to the exterior of any residence or other structure or improvement upon a Lot or the landscaping, grading or drainage thereof, including, without limitation, the painting (other than painting with the same color of paint as previously existed) of exterior walls, patio covers and fences, except in compliance with plans and specifications therefore which have been submitted to and approved by the Architectural Control Committee in accordance with the Design Guidelines as to harmony of external design and location in relation to surrounding structures and topography.

Plans and specifications shall be approved by the Architectural Control Committee as to style, exterior design, appearance and location, and are not approved for engineering design or for compliance with zoning and building ordinances, and by approving such plans and specifications neither the Architectural Control Committee, the members or agents thereof, the Association, the Board of Directors of the Association nor the Declarant assumes any liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications. Approval of plans and specifications by the Architectural Control Committee is not, and shall not be deemed to be, a representation or warranty that said plans or specifications comply with applicable governmental ordinances or regulations including, but not limited to, zoning ordinances and building codes.



The reconstruction by the Association or the Declarant after destruction by casualty or otherwise of any Common Properties which is accomplished in substantial compliance with "as built" plans for such Common Properties shall not require compliance with the provisions of these Design Guidelines.

Defined terms used herein, if not otherwise defined in these Design Guidelines, shall have the meanings set forth in the Declaration.

## II. SITE PLANNING AND LANDSCAPE GUIDELINES

Climate, terrain, drainage and existing vegetation at Mira Vista are all important factors which must be considered in the design of any improvements to properties within its borders. It is the intent of the following guidelines to ensure environmentally sound and aesthetically pleasing development at Mira Vista for the mutual benefit and enjoyment of all its Owners.

### 2.1 BUILDING SETBACKS

No portion of any residential structure or accessory building may be constructed closer to a property line than the established minimum building setbacks described below, or as otherwise indicated by plat documents or sales exhibits. Structures include buildings and height visible improvements on patios. Structures do not include pools, concrete slabs/patios, driveways, sports courts or basketball poles. In the event of conflict, the greater setback requirement shall prevail.

Required minimum building setbacks from property lines:

Front (Applicable to all Lots 25 feet boundaries which abut road rights-of-way)

Side 15 feet

Rear\* 25 feet

All golf course frontage\*\* 25 feet

\*For corner Lots with frontage along two road rights-of-way, or lots of irregular shape, the City authorities may assign the rear setback designation to a property line based upon the Lot's configuration; the Owner, or his agent, shall bear responsibility for

contacting the City to confirm setback configurations for such a Lot, prior to the preparation of a preliminary site plan for improvements.

\*\*The required setback of buildings (and fences) from the golf course may be greater on selected Lots subjected to a recreational easement overlay. Structures and site improvements may not encroach into a recreational easement. Such easements, where applicable, are described by sales documents for the respective Lots or by recorded instruments.

### 2.2 SITE WORK

No excessive excavation or fill will be permitted on any Lot except where specifically allowed by the Architectural Control Committee due to terrain considerations; every attempt should be made to balance cut and fill with minimal use of retaining walls and engineered building pads.

Owners and approved builders must familiarize themselves with the requirements involving Storm Water Pollution Prevention Plans as detailed in Section 5.4 of the Design Guidelines.

No clear cutting of any wooded Lot will be permitted; however, it is understood that some selective pruning or removal of trees and shrubs will be necessary for the development of a wooded Lot. The retention of trees over 4 inches in diameter or over 15 feet in height is strongly encouraged. Any cutting of trees or vegetation must first be approved by the Architectural Control Committee with the following exceptions: the pruning of dead tree limbs, removal of dead trees, and the cutting and removal of trees with a trunk diameter of 4 inches or less which are bowed, leaning, severely misshapen, diseased, or sparsely foliated.

Daily working hours for contractor landscaping (significant landscape construction, mowing, edging, blowing etc.) and major contractor home improvement work shall be from 7:00am to 6:00pm Central Standard Time, or 7:00am to 7:00pm Daylight Savings Time, Monday through Saturday each week. Significant contractor landscaping and contractor home improvement work as described above, including deliveries, must cease on Sunday of each week. In addition, none of the work described above shall be performed on :

New Years Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Homeowners are allowed to perform such work on Sundays and the above holidays.

## 2.3 GRADING AND DRAINAGE

Site grading and drainage must occur with minimum disruption to the Lot, without

altering the natural drainage patterns as runoff leaves the Lot, and without causing conditions that could lead to unnecessary soil erosion, slippage or subsidence. Residential designs for hillside Lots (having a variation of natural grade elevation in excess of five vertical feet across the footprint of a proposed structure), must incorporate slope consideration into the design solution, so that the proposed structure terraces or steps with the natural slope. Artificial benching of sloped sites to create an engineered pad to accommodate a 'flat lot design' is strongly discouraged.

Surface drainage upon and across any Lot must be addressed through the implementation of sound construction and grading practices. Existing points of entry and exit to and from a Lot by historic surface drainage must be respected. Any improvement that creates an obstruction to surface flows resulting in a backup, change of speed or unnatural concentration of storm waters onto a neighboring Lot or tract is strictly prohibited. Ground floor levels should be established at a vertical elevation such that final placement of backfill, walks, drives, and porches will produce a positive drainage away from the structure in all directions.

Owners and approved builders must familiarize themselves with the requirements involving Storm Water Pollution Prevention Plans as detailed in Section 5.4 of the Design Guidelines.

The inclusion of foundation waterproofing and a perforated pipe foundation drainage system are required along all uphill and sidehill foundation walls on hillside Lots. Consultation by a professional soils or Civil engineer is advised for assessment of foundation design determinants for all sites.

Tarrant County soils are very active, exhibiting a high plasticity and swell

potential when saturated with moisture. Therefore, it is imperative that site drainage be carefully considered and directed, to eliminate all potential for the ponding of water adjacent to a foundation's perimeter. Haphazard attention to site drainage and landscape irrigation may result in uneven movement of building foundations due to moisture differentials in the soil, resulting in the onset of structural damage three to five years after construction is completed.

**The ACC's determination regarding drainage is limited to compliance with the CCR's and these Guidelines. Owners are solely responsible for ensuring the proposed improvements will not impact drainage patterns, and shall not rely on the ACC for this determination. In the event the proposed improvements ultimately improperly divert water or otherwise impact drainage patterns, such conditions shall constitute a deed restriction violation regardless of a prior ACC approval.**

## 2.4 ACCESS DRIVES

As a general rule, each Lot may be accessed by a single driveway only. However, double entry loop driveways may be considered by the Architectural Control Committee where site determinants such as Lot size, frontage, width, and configuration would allow sufficient room for an uncrowded and aesthetic double entry design. Access drives shall be located to avoid and preserve important natural features such as large or significant plant materials, drainageways, or rock outcroppings, so as to minimize disruption of the existing landscape.

In order to promote and fulfill the goals of these Design Guidelines as well as comply with local governmental requirements concerning the design of roadways and

streets, the Architectural Control Committee has limited the vehicular access to Mira Vista Boulevard for certain lots at Mira Vista. Information on the specific lots affected may be obtained from the Architectural Control Committee.

The proposed driving surface is subject to approval by the Architectural Control Committee. The use of decorative materials, textures, or patterns, exclusively or in combination, is suggested; acceptable alternatives would include, but are not limited to, brick pavers, concrete pavers, paving stones, embossed concrete, exposed aggregate concrete, or colored concrete. Large unbroken expanses of plain concrete, troweled or broom finish, are discouraged. If plain concrete driveways are proposed, the installation should incorporate manner of design accent, in the form of a continuous edge band or interspersed pattern, utilizing a suggested material, as a counterpoint to the 'sea of concrete'. Asphaltic concrete paving, crushed rock, gravel or any type of loose rock material is prohibited.

## 2.5 ON-SITE PARKING

Each single-family residential dwelling shall provide an enclosed garage space, or a porte cochere, to shelter a minimum of two conventional automobiles, and sufficient driveway space for the parking of two guest automobiles. Excessive parking spaces are prohibited. Homeowners who possess trucks in excess of ¾ ton (other than Suburbans, Explorers, or other similar passenger vehicles), buses, motor homes, campers, boats, boat trailers, motorcycles or any other motorized vehicle other than a conventional automobile, must store or park such vehicle within an enclosed garage so as to be completely hidden from view. The parking of a guest's motor home or other large recreation vehicle outside must be in

the driveway of the residence and is limited to 24 hours. Such vehicles must not be parked in the street and shall not be used for on-site camping.

## 2.6 UTILITIES

Utility services have or will be stubbed to the property lines of each Lot. Water, electric, telephone and cable television service locations are clustered (usually with those of one adjacent Lot) in a utility easement located near one of the front corners of each Lot. The sewer service extension is stubbed to the property line that lies closest to the service main. The natural gas service extension is stubbed to the front property line away from the aforementioned corner cluster. The extension of services from these stub locations to the residence shall be the responsibility of each Owner. Information regarding current tap and service fees, as well as connection procedure, may be obtained by contacting the respective utility company.

## 2.7 WALLS AND FENCING

This section 2.7 contains general restrictions for fencing throughout the community. The CCR's, including Supplemental Declarations, may provide for different fencing requirements applicable to a specific Lot or Lots. Each owner is responsible for determining the fencing requirements applicable to their Lot.

Site walls or fences must appear as a visual extension of the residence, incorporating similar or compatible materials, colors and finishes. Fences or privacy walls may be constructed of brick or stone masonry, stucco over concrete masonry, wood board (cedar or redwood) (see appendix C), ornamental iron, or tasteful combinations thereof. Spruce fencing, chain-link or wire fencing is prohibited. Any type of wire,

plastic, fabric or other similar material mesh is prohibited from attaching to a wrought iron or other type of approved fencing.

Homeowners are responsible for maintaining their fences in proper condition after fences are installed. All fences facing Mira Vista Boulevard will be constructed in accordance with Appendix C and will be stained with Sherwin Williams Pine Cone stain.

No fence shall create an impediment to the flow of surface water.

Fences or privacy walls (or hedges) may not encroach into any street frontage setback or adjacent lots (see Design Guidelines Section 2.1). Fences, privacy walls and hedges may not exceed eight feet in height measured from existing natural grade. Wood fencing approved by the Committee may extend from the side wall of a home to the side property line provided the distance does not exceed a span equivalent to twenty percent (20%) of the Lot frontage on either side of the residence. The Committee may allow flexibility of this limitation for pie-shaped or irregular-shaped Lots with constricted frontage. In addition, such wood fencing must be held back from the front corners of the residence a minimum distance of ten feet. Except for certain lots governed by a standard fencing design adopted by the Architectural Control Committee, a wood or stucco fence that faces a street must be constructed with masonry or masonry and stucco full-height pillars so that the unbroken width of wood fencing does not exceed eight feet. Columns shall occur at outside corners of such fence sections regardless of spacing considerations. All columns must be founded on adequate footings to prevent subsequent tilting or deterioration due to soil movement or erosion.

All wood fencing must be double-faced so that no stringers or posts are visible, except as follows:

- (a) On homes which are constructed on Lots which are not adjacent to previously constructed homes, the Lot owners will have the option to use single face cedar or redwood fencing so long as all posts, metal or wood, and mounting hardware, are boxed with identical cedar or redwood fencing material and capped with similar like kind cedar or redwood materials approved by the Architectural Control Committee's representative. Further, in this situation only, the Lot owner will also have the option of facing the fence either in towards the home or outward away from the house.
- (b) On homes which are constructed either adjacent to or between previously constructed homes, the Lot owner will have the option to use single face cedar or redwood fencing so long as all posts, metal or wood, and mounting hardware are boxed with identical cedar or redwood fencing material and capped with similar, like kind cedar or redwood fencing materials, provided however that the fence is constructed in a manner so that the single face of the fence is facing away from the Lot owner and thereby facing to the adjoining or adjacent homes.

Wood slats may be of cedar or redwood, 4 to 8 inches in width installed vertically. Wood fences must have a continuous horizontal wood cap; uncapped slat ends are unacceptable. Wood fence exteriors may be stained only with one of the approved stains listed on Appendix B to these Design Guidelines. Wood fence interiors may also be stained or painted to match the house color, or the house trim color. **No other stain may be used.** Wood fences may not be painted (except with a clear oil sealer),

unless otherwise approved by the Architectural Control Committee. Failure to follow the guidelines or use of unapproved materials will result in the removal of the nonconforming material at the homeowners' expense.

Fences which front to lakes, or golf course and open space tracts, must be ornamental in nature, of a design, location, and alignment approved by the Architectural Control Committee. The primary framework may include a low base wall, no higher than two feet above finish grade at the residential side, constructed of stone or brick masonry, or stucco over concrete masonry. Vertical pillars may be of the same material with open ornamental iron fencing spanning between the vertical supports. The 'transparent' iron segments must comprise at least eighty percent (80%) of the affected linear frontage. All ornamental or wrought iron fencing must be black in color and approved by the Architectural Control Committee. At the last eight feet of frontage at each property corner, the fence shall be offset or angled to create visual relief to the continuous fenceline fronting the golf course, or open space tracts. The offset may be rectilinear, creating a square inset, 8 feet by 8 feet, at each affected Lot corner, or the fence may be angled, approximating the diagonal of the square instead. Further, to preclude obstruction or impairment of views on lots fronting lakes, the golf course or open space tracts, black wrought or ornamental iron fencing shall be required on side boundaries beginning at a point twelve (12) feet from the intersection of the rear and side boundaries.

Some selected Lots which abut the golf course corridor are subject to a recreational easement overlay which restricts the proximity of perimeter fencing along the affected frontage. On these Lots, fencing may occur no closer to the golf course than the interior boundary of the easement. Such

easements, where applicable, are described by sales documents for the respective lots or by recorded instrument.

All lots which abut the perimeter of Mira Vista are subject to restrictive covenants requiring maintenance of original perimeter fencing or advance approval by the Architectural Control Committee of the plans, style, design or type of replacement fencing or modifications to the original perimeter fencing.

Structural retaining walls may not exceed an above-grade height of six feet. Multiple terraced retaining walls must be utilized where the overall height of retained earth exceeds six feet. Retaining walls may be constructed of cast concrete, or engineered brick or concrete masonry; however, all exposed wall surfaces and edges must be treated with an approved finish, such as brick or stone veneer, painted stucco, or split-face texture with custom color, so as to blend unobtrusively with its natural surroundings. All retaining walls must include suitable drainage systems and weep holes to relieve ground water and hydrostatic pressure.

Dry-stack retaining walls of native stone do not require any supplemental facing or finish. All dry-stack retaining walls over two feet in height must slope against the grade a minimum of 1:4 (one foot back for each four feet in height). Dry-stack retaining walls must not be subjected to watershed run-off.

All retaining walls which adjoin or abut a fairway to, or a golf course corridor of, Mira Vista Golf Club, L.C. (the "Club") must be constructed of limestone consistent with existing Mira Vista landscaping to maintain a uniform appearance with respect to the golf course. Alternatively, walls that match the house stone or stucco may be permitted subject to the approval of the ACC.

## 2.8 OUTDOOR STORAGE

Outdoor areas housing trash containers, clotheslines, maintenance or service, equipment such as lawnmowers, etc., or overflow storage shall be screened from all adjacent properties by a wall or fence conforming to Design Guidelines Section 2.7. If wrought iron fencing is used, the bars must be close enough to screen the equipment from view. Plastic, fabric or other prefabricated fencing or barriers is prohibited.

## 2.9 MECHANICAL EQUIPMENT

No roof mounted or wall mechanical equipment will be permitted. Any exterior mechanical equipment utilized must be ground mounted adjacent to the residence and must be enclosed by walls, fencing or significant landscaping of sufficient height and density to screen the equipment from view and to buffer sound as well.

## 2.10 ANTENNAS AND SATELLITE DISHES

Except where preempted by Federal or State law or regulation, television antennas are prohibited. Television reception is available via a central cable system. Owners desiring a satellite dish or other receiving device should consider locating the dish to minimize visibility from neighboring property, tract, or right-of-way while taking into account the best location for satellite reception. Any on-site antennas required for the purpose of radio transmission related to fire protection or police/security matters will be allowed, but the location and configuration thereof shall be subject to Architectural Control Committee approval. This section 2.10 is intended to be construed as liberally as possible without violating the federal Telecommunications Act of 1996.

## 2.11 SIGNAGE

No sign or signs shall be displayed to the public view from any Lot except that:

- 1) each general contractor, during the active construction period of a new home or major addition to any existing home, may display a single construction sign, no larger than nine square feet, in accordance with Design Guidelines Section 4.18;
- 2) the general contractor of a market home may, with the consent of the Architectural Control Committee, continue the display of his construction sign, for advertising and sales purposes after construction has been completed, until such time that a contract for sale has been executed;
- 3) individual Lot Owners may, with the consent of the Architectural Control Committee, display a single tasteful "for sale" or "for rent" sign, no larger than four square feet;
- 4) signs indicating security protection shall be permitted provided such signs are ground mounted, no larger than one square foot, normally limited to two per Lot (one for the front yard and one for the rear yard) and the backyard sign may be on the fence at a height no more than 4ft above ground;
- 5) Signs indicating a resident's attendance or support of an educational institution or a religious organization are permitted provided they are ground mounted in the landscape and no larger than four square feet.
- 6) Political signs may be displayed on an owner's property providing:
  - a. they are displayed on or after the 90<sup>th</sup> day before the election to which the sign relates and is removed no later than the 10<sup>th</sup> day after the election.
  - b. the signs are ground mounted.
  - c. no larger than four feet by four feet.
  - d. limited to no more than one sign per candidate or measure.
  - e. the sign does not threaten public health or safety.
  - f. the sign does not contain language, graphics or any other display that would be offensive to the ordinary person.
  - g. the sign should not be accompanied by music or other sounds, lights, streamers, more than one balloon or any other devices that would be distracting to neighbors or to motorists.
  - h. the sign does not violate the law.
- 7) development-related signs owned and erected by the Declarant shall be permitted.

## 2.12 LIGHTING

A uniform street lighting scheme has been designed by the Declarant. Supplemental lighting adjacent to the right-of-way may be no taller than 30 inches above grade.

Additional site lighting is permitted within the Lot's boundary, provided such lighting does not result in excessive glare toward the

street or neighboring properties. All exterior lighting must be of a low-level, subdued intensity and is subject to approval by the Architectural Control Committee. Removal or alterations of existing public street lighting or installation of new is to be reviewed by the Mira Vista ACC and coordinated by the homeowner with Oncor.

### **2.13 SWIMMING POOLS, SPAS AND HOT TUBS**

Above ground pools, above ground spas and above ground hot tubs are expressly prohibited. Prefabricated pools, such as fiberglass pools, are prohibited. All pools, spas and hot tubs must be constructed in accordance with City of Fort Worth regulations and must be maintained in the proper condition and working order.

### **2.14 BASKETBALL BACKBOARDS**

Wall-mounted or free-standing basketball backboards may be allowed subject to Architectural Control Committee approval. Support posts and brackets, and the backboards for free-standing and wall-mounted basketball goals should be painted to blend unobtrusively with their visual backdrop surroundings. Excessive noise must be considered with regard to neighboring properties.

### **2.15 LOT RESTRICTIONS**

Except for compounds, resulting from the combined development of two or more Lots, no more than one residence may be constructed on any Lot. Other outbuildings such as detached garages or pool houses may be constructed, provided they are a visual extension of the main residence. Such "compounds" are subject to approval by the Architectural Control Committee.

### **2.16 LANDSCAPING**

Each Lot must be fully landscaped, no later than 120 days after final inspection of the residence. A landscaping plan must be submitted to the Architectural Control Committee, in accordance with Design Guidelines Section 5.4 for consideration and consent, and no later than 60 days from commencement of construction of a residence; landscape work may not commence prior to approval by the Architectural Control Committee.

The use of a landscape professional to assist with the preparation of the design and the selection of appropriate and compatible plant materials and methods, is advised. Careful attention must be given to underground irrigation considerations.

All lawn areas must be sodded with Bermuda 419 or Zoysia except for areas in deep shade, where "Rebel Fescue" is permitted by written variance; however, regardless of shading conditions, all lawns abutting the golf course must be Bermuda 419 or Zoysia unless the ACC has approved the installation of artificial turf and the turf is adequately screened from the golf course.

Artificial turf may be installed, with an ACC approved request, subject to certain conditions.

The following are conditions and considerations that will impact the approval of requests for use of artificial turf. These must be addressed in requests:

- 1) Visibility to neighbors and street and other public or common areas; The artificial turf area must be screened from neighbors, the street, golf course or common areas such as nature trails by landscaping or walls/fencing that conform to Design Guidelines Section



2.7. Front lawns may not be artificial turf.

- 2) Proximity to natural landscape elements and the contrast difference in appearance (for example: real grass, trees, shrubs).
- 3) Intended use (real grass failure to thrive, pet relief area, pool deck).
- 4) Size of turf area.

Include these plans and documents with request submittal:

- a) Artificial turf brand and variety proposed to be used (substitutions are not allowed without prior approval)
- b) Plot plan
- c) Landscape plan
- d) Drainage plan
- e) Manufacturer warranty

The turf products set forth in Appendix D of these Design Guidelines are approved for use in conjunction with a request submitted by homeowner and an approval from ACC.

#### Maintenance/Replacement Requirements:

All installations must appear natural at all times. Any deviation from a natural look due to improper installation or lack of maintenance will be in violation of these guidelines. When the turf shows signs of degradation and is worn out, it will be responsibility of the owner to replace the turf.

Before installing, a request must be submitted and approved. Product improvements occur and ACC will remain open to review new products and solutions as they become available. Specifications and minimum standards for artificial turf may be modified intermittently. See Appendix "D" for approved artificial turf products.

Landscaping plans must include at least one of the following shade or ornamental trees for each 2000 square feet of total Lot area:

- Shade trees with a minimum caliper of 4 inches at chest height, and at least 12-14 feet in height, or
- Ornamental trees with a height of 7 feet minimum.

Shade trees must comprise at least one-half of the total allotment for each Lot. The preservation of existing trees where possible is strongly encouraged, and all trees which are saved and which meet the standards for caliper and/or height may be credited against the required allotment.

Preservation of attractive "natural areas" on the Lot is permitted and encouraged, provided that such areas do not become overgrown or unsightly.

Transformers, generators, gas meters, exposed foundations, etc., must be screened from view from roadways, neighboring properties, or golf course/open space tracts, by strategically placed groupings of shrubbery or other landscape elements of sufficient height to screen the protrusion.

Approximately one-fourth of a Lot's plannable area should be in planting beds. All bed edging shall be rock, brick, concrete, or "Ryerson" steel edging; plastic or aluminum edging is not allowed.

### 2.17 PROHIBITED PLANT LIST

The plant materials set forth in Appendix A of these Design Guidelines includes species which are inappropriate for landscape use at Mira Vista, and are strictly prohibited.

## 2.18 VARYING GUIDELINES

The provisions of these Design Guidelines may differ in their application to the development of cluster home tracts.

## 2.19 FLAG POLE POLICY

An owner is authorized to display the following flags on his/her Lot: (1) the flag of the United States of America; (2) the flag of the State of Texas; (3) an official or replica flag of any branch of the United States armed forces; or (4) the flag of a school or sports team, e.g. high school, collegiate, or professional teams that are officially sanctioned or licensed. However, the flag of a school or sports team must be house-mounted or placed in the landscaping; these flags may not be flown on a ground-mounted flagpole. No offensive or derogatory flags will be allowed.

House-mounted flagpoles do not require the prior approval of the Architectural Control Committee so long as the flag does not exceed a size of 4 feet by 6 feet. Tree-mounted flagpoles are permitted only when it is not feasible for homeowners to mount the flagpole on their home due to the exterior material on the house.

Ground mounted flag poles on residential lots are discouraged and may only be installed after obtaining written approval from the Architectural Control Committee. In no event will the Owner of any residential lot be allowed to install a flag pole that exceeds 25 feet in height. Flag poles must be installed in a landscaped area, away from the street or neighboring property, and be of a color that appears harmonious with the Owner's residence and landscaping. Flag poles should use internal halyards or other devices to prevent noise. Flags on ground mounted poles may not be lighted or flown at night and may not exceed a size of 4 feet by 6 feet.

After obtaining written approval for installation of a ground mounted flag pole, anyone violating the use and display policies shall be issued a citation and fined in an amount determined by the Association's Board of Directors, which shall not exceed \$500.00 for each violation; provided however, no fine shall be imposed for the first two (2) violations that are documented by a written citation. Records of prior citations will be maintained by Mira Vista Security. Copies of all citations will be mailed to the property owner at the address maintained in the records of the Association. Written notice of any fine determined by the Board shall also be mailed to the property owner at the address maintained in the records of the Association.

## 2.20 PORCH SCREENS

To ensure uniformity and consistency within Mira Vista, black is the only color approved for screen color. Fiberglass screening material is highly recommended. Other screen types such as aluminum, copper or plastic-coated require prior approval from the ACC.

Wood or Hardie board are the only types of framing material allowed for screened-in porches. The design of the framing and color should be compatible and complimentary to the other materials used on the exterior of the home. Roller screens to block the sun are allowed but should be rolled up when not in use.

The screen installation method chosen should adequately hide staples, screws and nails used to secure the screen. When designing the screen installation method within the wood frame, the homeowner/contractor should give consideration to future maintenance requirements allowing for screen to be easily stretched or replaced on a periodic basis.

Additionally, the homeowner may want to consider other design characteristics to facilitate the maintenance and cleaning of the screened-in porch over its lifetime. One such consideration would be the installation of weep holes to allow drainage if the homeowner will use a hose or power washer to clean the patio.

Porch screens are permissible in back yards only, including golf course lots. If installed on raised surfaces, such as second story balconies, they must include safety railings.

## **2.21 STATUARY, FOUNTAINS, WIND SCULPTURES, POLE-MOUNTED BIRD HOUSES, OUTDOOR FURNITURE, AND SIMILAR ITEMS**

As a general guideline, statuary, fountains, wind sculptures, pole-mounted bird houses, and other similar type items ("Yard Art") are for the enjoyment of the homeowner(s) and shall not be visible from common areas, neighboring homeowners, the streets or the golf course. Adequate screening using landscaping and/or fencing should be incorporated.

Furthermore, Yard Art must be of good quality, designed for landscaping use, and complement the style of the property and dwelling. All Yard Art must be placed within landscaped as opposed to lawn areas.

They may not exceed two in number or three feet in height without prior written approval from the ACC.

Outdoor furniture shall be constructed of materials designed for outdoor use.

Pole-mounted bird houses may not exceed fifteen feet in height. All poles and posts must be maintained in a vertical, upright manner. Birdhouses must be finished in a

color that complements the homeowner's dwelling.

Fountains must be maintained according to manufacturer's specifications and kept in good working order.

Yard Art that was not specifically approved by the ACC and reported as a visual nuisance or offensive by neighbors shall be subject to review and approval by the ACC and /or the Board of Directors.

**Submittal Requirements:** Requests for statuary, fountains, wind sculptures or other Yard Art greater than 3 feet in height must be submitted to the ACC with a scaled site plan showing the proposed location, drawings and/or pictures, height, color, and material.

## **2.22 PLAY EQUIPMENT, TRAMPOLINES, SWINGS, PLAYHOUSES**

Play equipment structures and playhouses are allowed only in side and rear yards and must maintain a six (6) foot setback from the rear property line and a twelve (12) foot setback from the side property line.

Notwithstanding the foregoing, if the applicable plat provides for a larger setback than what is required herein, the location of the play equipment must comply with the applicable setback. Maximum height for a structure is thirteen (13) feet for a structure and nine (9) feet for a playhouse. Wood play structures/houses must be of redwood, cedar, pressure treated pine or treated hardwood and must be completely assembled and maintained. Plastic or resin play structures/houses in earth-tone colors are permitted. Only one playhouse is permitted per lot. Tree houses are not permitted. No electrical, plumbing or air conditioning may be installed in either the interior or the exterior of the playhouse.

Swings are allowed only in the rear or side yards behind the perimeter fencing of the property.

Trampolines with Safety Nets must maintain a ten (10) foot setback from any property line, must be anchored in place and must be screened from public view. Trampolines without Safety Nets, which are anchored and below fence level or hedgerow do not require screening.

Placement of any of the above requires approval by the ACC. Play equipment, trampolines, swings, and playhouses may not be installed in a manner than obstructs an adjoining lot owner's view of the clubhouse, as determined by the ACC in its sole and absolute discretion.

## 2.23 TENNIS AND PICKLEBALL COURTS

Tennis and pickleball courts are not expressly prohibited by the ACC but shall only be allowed on certain lots. Whether or not to allow the installation of a tennis court or pickleball court on a lot shall be determined by the ACC in its sole and absolute discretion. The determination by the ACC to allow either a tennis or pickleball court on a lot shall be based on factors such as the size of the lot, the desired placement of the court relative to the neighboring lot or golf course, and visibility of such court from any adjoining lot or golf course. In any case, the courts shall be screened with a fence, wall or landscaping. Lighting on the court for play at night is not permitted as it may result in excessive glare. Courts may only be constructed in the back or side yards. Any owner desiring to construct a tennis or pickleball court on his/her lot must submit plans and specifications in writing to the Architectural

Control Committee in accordance with the CCRs, Article X.

Court play must only be between the hours of 7:00am and 9:00pm.

## 2.24 STANDBY ELECTRIC GENERATORS

In accordance with Section 202.0013(c) of the Texas Property Code, qualified residential standby generators (SEG) are permitted. SEGs are statutorily defined and limited to:

- A device that converts mechanical energy to electrical energy.
- Powered by natural gas, liquified petroleum gas, diesel fuel, biodiesel fuel or hydrogen.
- Is fully enclosed in an integral manufacturer supplied sound attenuating enclosure.
- Connects to the main electrical panel of the residency by a manual or automatic transfer switch.
- Is rated for a generating capacity of not less than seven (7) kilowatts.

A SEG that qualifies under this definition must be installed and maintained in compliance with:

- The manufacturer specifications.
- All applicable governmental health, safety, electrical and building codes.
- All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be installed in accordance with applicable governmental health, safety, electrical and building codes.
- All liquified petroleum gas fuel line connections must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and

other governmental health, safety, electrical and building codes.

All non-integral standby electric generator fuel tanks are to be installed and maintained to copy with municipal zoning ordinances and governmental health, safety, electrical and building codes.

The SEG and all of its electrical lines and fuel lines are to be maintained in good condition.

The owner must repair, replace or remove any deteriorated or unsafe component of a SEG including electric or fuel lines. A SEG must be otherwise kept in good physical condition and esthetically maintained to ensure it is in harmony with the community and surrounding residences.

A SEG must be adjacent to the house unless otherwise approved by the Architectural Control Committee (ACC). The SEG may not be located in the easements or within five (5) feet of any property line. It may only be located in the rear or side yard of a residence, based on review and approval of the ACC prior to construction and installation. It may not be located in HOA common property or adjacent to a neighbor's window. A SEG must be screened on all sides with live landscaping or

a four (4) to six (6) foot solid privacy fence and approved by the ACC.

Periodic testing of a SEG must comply with and be limited to the manufacturers' recommendations. Testing will only be conducted on Wednesdays between the hours of 10:00am and 5:00pm, local time.

A SEG may not be used or operated to generate electrical power (other than for periods of testing) except in the limited circumstances where a utility service provider's generated electrical power to the residence is not available or is intermittent, as objectively determined by the ACC.

Only one SEG per lot is allowed. The total decibel level for the SEG shall not exceed the allowed City requirements for the appropriate residential category.

When requesting approval from the ACC, include a site plan showing the proposed location of the SEG, the manufacturer's operation and maintenance manuals, specifications of the SEG including sound attenuating enclosure and manufacturer's documentation of the sound abatement/attenuating levels for the enclosed SEG. Also, the plans for screening the SEG.

III. ARCHITECTURAL DESIGN STANDARDS

The following architectural standards have evolved in response to climatic, terrain, and aesthetic considerations at Mira Vista. It is the intent of these standards to evoke a sympathetic response to the character of this rolling Texas countryside, promoting architectural design that is compatible with the natural landscape and is environmentally sound.

3.1 SIZE

It is expected that residences will exceed the minimum thresholds established herein for square footage of enclosed living area, except and unless there are special circumstances or unique design solutions, which may only be sanctioned by the Architectural Control Committee.

Previously established floor area minimums for Lots in Blocks 1-10 shall remain in effect as follows, subject to any Lot-specific variances which may be granted by the Architectural Control Committee:

| Block | Lots  | Minimum residential floor area |
|-------|-------|--------------------------------|
| 1-4   | all   | 2600 s.f.                      |
| 5     | 1-9   | 3200 s.f.                      |
| 5     | 10-23 | 2800 s.f.                      |
| 6     | all   | 3200 s.f.                      |
| 7     | all   | 2800 s.f.                      |
| 8     | all   | 3200 s.f.                      |
| 9     | all   | 3200 s.f.                      |
| 10    | all   | 4000 s.f.                      |

For all remaining Lots, minimum floor areas shall be determined as follows, subject to any Lot-specific variances which may be granted by the Architectural Control Committee:

| Lot Size                | Minimum residential floor area |
|-------------------------|--------------------------------|
| Less than 10,000 s.f.   | 2000 s.f.                      |
| 10,000 to 15,000 s.f.   | 2400 s.f.                      |
| 15,001 to 20,000 s.f.   | 2800 s.f.                      |
| Larger than 20,000 s.f. | 3200 s.f.                      |

The floor area of garages, storage and mechanical rooms which access only from a garage or the exterior of the structure, and open air decks or patios (roofed or unroofed), are excluded from inclusion in the residential floor area calculation; the floor area of a screened porch or deck which is equipped for closure and use during winter months, or any similarly convertible space, shall be included. The projected area of an interior stairwell of a multi-story residence shall be counted only once at its lowest level; stair landings at each primary floor level shall be included within the floor area of that level.

3.2 PREFABRICATED BUILDINGS

Unless otherwise specified in these Design Guidelines, no building or any other structure, such as a pergola, cabana, gazebo, pools, spas, etc that is constructed off-site and requires transportation to any Lot, whole or in partial assembly, will be permitted; this includes mobile homes, stock modular buildings, or any other structure requiring transportation and set up in a partially completed state. Temporary construction offices, which have been approved for limited duration, are exempted from this restriction, but must satisfy all other concerns of the Architectural Control Committee relating to condition, appearance, and location.

3.3 HEIGHT OF STRUCTURES

Roofs of residential structures at Mira Vista shall not exceed a height of 35 feet in accordance with height determination

methodology of the City of Fort Worth. In addition, as a second test, no portion of a structure (except for chimney elements) may exceed a true vertical height of 40 feet above original natural grade directly below, for pitched roofs, and 24 feet for flat roof elements. The more restrictive of the two tests shall govern. It shall be incumbent upon the applicant to demonstrate conformance to both standards.

### 3.4 FOUNDATIONS

All above-grade visible surfaces of concrete masonry or concrete foundation walls, grade beams, and piers must be faced with a finish veneer of brick or stone, or shall receive a stucco finish and shall be painted to blend unobtrusively with adjacent materials. Exposed aggregate concrete, or textured concrete block with an approved integral or applied color, may be considered in lieu of the stucco applique.

Foundation walls/grade beams must step down with the grade change of sloping sites so that its exposed surface does not exceed a vertical height of four feet above finish grade at its greatest exposure; as an alternative to stepping the top of the foundation, the wall may be faced with masonry veneer or siding similar to, and in the same plane as, the wall surface above, to minimize foundation exposure.

Where the vertical distance from the underside of a ground floor deck structure (along its perimeter edge) exceeds 30 inches above finish grade below, the deck edge must be skirted with wood latticework or wood siding to screen the cavity beneath the deck. Foundation walls which occur under a skirted deck such that they are no longer visible are exempt from the facing requirements stated above.

### 3.5 EXTERIOR MATERIALS

There exists a rich and varied spectrum of historic, adaptive and contemporary architectural styles in the Texas tradition from which a Mira Vista Owner may choose. Generally, the predominant exterior wall material must be brick or stone masonry, utilized exclusively, in combination with each other, or in combination with other complimentary accent materials such as stucco, clear individual board siding, Hardie board or wood shingle siding. The Architectural Control Committee expects that a significant majority of applicants will opt for the traditional masonry exterior, or varied style, which enjoys great popularity throughout distinctive Fort Worth neighborhoods. However, the Architectural Control Committee will consider the use of stucco, Hardie board or wood siding as a predominant exterior material, where their application in a historic (Victorian, for example), or southwestern, or contemporary design style may warrant.

As a rule, all materials should be natural or authentic. Generally, synthetic look-alikes are discouraged, unless the applicant can demonstrate that the manufactured material resembles its natural counterpart to the degree that, in the opinion of the Architectural Control Committee, it will not appear obtrusive. Some quality cultured stone products and synthetic stucco appliques may be considered on a case-by-case basis and must meet the aforementioned scrutiny. Sidings composed of metal, vinyl, plywood, fiberglass, mineral composition, or panelized brick or stone will not be allowed. Metal sidings will be considered, particularly on contemporary homes, as they offer a low maintenance alternative.

Although its use is generally discouraged, contemporary application of concrete masonry

or cast concrete may be considered on a case-by-case basis, in tasteful combination with other materials.

The aesthetic merits of any combination of exterior materials are subject to review and approval by the Architectural Control Committee.

### 3.6 ROOFS

Generally, residences of Mira Vista shall have pitched roofs with a minimum pitch of six feet in twelve and a maximum pitch of twelve and twelve; however, flat roofs, or flat and pitched roofs in combination, will be considered on a case-by-case basis where their implementation as part of a contemporary or southwestern style may be appropriate.

All roof forms, both pitched and flat, are subject to the height limitations described by Design Guidelines Section 3.3.

For the sake of contrast and variety, the approved finish material for roofs at Mira Vista will be slate, concrete or clay tiles, and nonreflective raised-seam metal roofs. The use of asphalt shingles of standard or medium thickness, asphalt roll roofing (except for flat roofs), wood shingles or reflective metal surfaces is prohibited.

The entire roof must consist of material of the same quality and color. A patchwork of different materials and colors on a single roof is prohibited. Custom blended roofs of different colors from the same manufacturer are permitted.

Heavyweight architectural grade asphalt shingles and other three-dimensional composition roofing products, designed to resemble wood shingles in color and texture, will be judged by the same standard described by Design Guidelines Section 3.5

for synthetic products, with particular attention to site context, extent of visibility, and product quality. See the Mira Vista Roofing Materials List for a complete list of approved roofing material.

Pursuant to Section 202.011 of the Texas Property Code, the Association will allow shingles that:

- (i) are designed primarily to:
  - A. be wind and hail resistant;
  - B. provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
  - C. provide solar generation capabilities; and
- (ii) when installed:
  - A. resemble the shingles used or otherwise authorized for use on property in the subdivision;
  - B. are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision; and
  - C. match the aesthetics of the property surrounding the owner's property.

Flat roofs, where allowed, must be finished with a colored aggregate ballast or cap sheet matching the walls or other roof materials of the residence.

See related Section 3.10 of these Design Guidelines regarding projections from roofs.

### 3.7 CHIMNEYS AND OUTDOOR FIRES

Chimney elements are subject to the same material limitations established by Design Guidelines Section 3.5; namely, chimneys shall be faced with brick or stone masonry, unless the unique or distinctive design of the residence justifies the use of an alternative finish. If zero-clearance manufactured fireplace assemblies are



utilized, the chimney shall be capped in a manner which screens all manufactured flue elements, such that its finished appearance is indistinguishable from a true masonry fireplace.

Due to the incidence of gusting or sustained winds, all chimneys must be equipped with a U.L or I.C.B.O. approved spark arrestor, including outdoor fireplaces. Open outdoor fire pits which are constructed on-site and are not portable using propane gas, may be allowed if submitted to the Architectural Control Committee showing compliance with all of the following characteristics, and any other characteristics hereafter properly established:

1. Fire pits must be gas fired.
2. The interior of the fire pit must be lined with fire brick.
3. A keyed function turn off valve must be installed at the fire pit.
4. Gas line to fire pit must have a turn off valve at the meter or at the existing gas source.
5. The gas line must be buried a minimum of 18" below grade.
6. A licensed plumber must install the gas line and obtain the required city permit.
7. Combustible material must be kept a minimum distance of 2 feet from the outside of the fire pit structure.
8. Fire pits must be constructed from noncombustible materials and shall be located a minimum of 15 feet from a structure or shall meet the requirements of the Fort Worth Building Code via an approved building permit.
9. The interior medium of all gas fire pits must be finished with glass beads or lava stone to prevent wood burning in the gas fire pit.
10. Burners should be ceramic or stainless steel pipe with holes.

11. Gas fire pits should be a minimum of 18" tall.
12. The interior gas burner will be no deeper than 6 inches.

Portable, propane fired gas pits are permitted. Barbecues are permitted, provided they are lidded cookers.

### 3.8 EXTERIOR COLORS

The color combination of exterior materials should generally be subtle and tasteful to blend with the neighborhood and landscape. However, brighter accent colors which are used judiciously and with restraint may be permitted, if approved by the ACC.

Colors approaching the primary range (red, blue and yellow) are discouraged, as are drastic contrasts in value (light to dark). Extreme contrast in colors of individual masonry units or between masonry units and their grout matrix should be avoided.

For the sake of variety and contrast in the neighborhood, overuse of the same colors should be avoided.

All color schemes must be approved by the Architectural Control Committee prior to their application to any portion of a residential structure. The Architectural Control Committee intends to preclude the use of colors that would appear garish or out of place and, therefore, offensive to the eye, in the opinion of the Architectural Control Committee.

### 3.9 WINDOWS, DOORS AND SKYLIGHTS

Highly reflective glazing material and reflective sun screening films are prohibited for use in windows, glazed doors, skylights, or for other exterior applications. In addition, all metal windows, doors, skylight frames, etc. must be anodized or pre-finished with baked enamel;

raw metal components, especially aluminum or galvanized iron, are prohibited.

### 3.10 BUILDING PROJECTIONS

All projections from a residence or other structure including, but not limited to, chimney flues, vents, flashing, louvers, gutters, downspouts, utility boxes, mail boxes, porch railings and exterior stairways shall match the surface from which they project, or must be painted or stained an approved color to blend unobtrusively with adjacent materials, or in the case of mail boxes or other structures set apart from the residence, these must be constructed from an approved design and with materials consistent with the main residence or as approved by the Architectural Control Committee. All building projections must be contained within the building setbacks. Some Lots may be required to erect dual property line mailboxes in conformance with the local Post Officials' interpretation of existing Postal Regulations. All Lots requiring dual mail boxes must be built in conformance with the requirements and specifications as indicated in the diagram included in Appendix C.

Awnings must be in muted, subdued colors that blend harmoniously with adjacent materials. The color, design and materials for awnings must be submitted to the Architectural Control Committee for approval at least forty-five (45) days prior to installation, unless the awnings are to be installed during the initial construction of the residence, in which event the design, materials and colors must be submitted prior to approval of the final plans. Homeowners are responsible for maintaining awnings in their original approved condition. Failure to follow the guidelines or use of unapproved materials will result in the removal of the nonconforming material at the homeowners' expense.

### 3.11 GARAGES

Garages for each residence are encouraged, either attached or detached, accommodating at least two automobiles; open air carports made of metal, wood, aluminum, canvas, etc. where the primary purpose is to house or park an automobile, truck, ATV, etc. are prohibited. The more formal porte cochere is allowed and must be attached to the residence and made of the same material as the home. Garage doors may not face directly towards the primary street frontage except for those circumstances where constricted Lot width, irregular Lot shape, or other restricting features of a Lot preclude the utilization of an angled or side entry approach to the garage.

Wood panel or wood-faced insulated sectional overhead doors with fenestration or an applied panel pattern sufficient to provide visual relief, are strongly recommended. Lightweight hollow metal overhead doors are not allowed. When garage bays exceed two, the third (or third and fourth) door(s) must occur in a secondary building plane, offset by 32 inches minimum, to avoid a continuous uninterrupted wall of three or more garage doors.

### 3.12 SOLAR APPLICATIONS

Passive solar design is encouraged. Active solar applications can result in excessive glare and reflection, and would only be approved by the Architectural Control Committee if hardware is integrated into the structure or landscaping of a Lot and is not visible from any other Lot or property.

See the current MVHOA Policy letter regarding "Solar Devices" for installation guidelines.

### 3.13 CHANGES OR ADDITIONAL CONSTRUCTION

All changes or additions to the approved plans before, during, or subsequent to their initial construction must be approved by the Architectural Control Committee, before the alteration may be implemented.

### 3.14 VARYING DESIGN STANDARDS

The provisions of these Design Guidelines may differ in their application to the development of cluster home tracts.

## IV. CONSTRUCTION REGULATIONS

### 4.1 PURPOSE

In order to ensure that all neighboring properties are respected and the nuisances inherent to any construction process are kept to a minimum, the following regulations shall be enforced during the construction period of all improvements at Mira Vista. Any violation of these regulations by an Owner's agent, representative, builder, contractor or subcontractor shall be deemed a violation by the Owner.

In addition to the requirements and procedures outlined in Article V. entitled "Design Review Procedures," the Architectural Control Committee has concluded that unique challenges exist when construction of a home occurs on an undeveloped lot located within a neighborhood of homes that is "substantially complete" or "built out." This type of undeveloped lot is sometimes referred to as an "infill lot." For purposes of these enhanced requirements, a lot will be considered an "infill lot" if it has a minimum of two (2) finished/completed homes located on lots within a two hundred foot radius of any corner of the infill lot.

The following supplemental procedures must be followed and complied with for construction on any infill lot. A mandatory Pre-Construction meeting must be scheduled and conducted on the infill lot prior to commencement of construction. All adjoining homeowners or lot owners located within a two hundred foot radius of a corner of the infill lot must receive written notice of the time and date of the meeting at least ten (10) days prior to the selected meeting date. A representative of the Architectural Control Committee will attend the meeting along with the infill lot's owner and the approved builder

selected by the infill lot owner. In the event none of the adjoining homeowners or lot owners elect to attend the meeting, the infill lot owner, approved builder, and Architectural Control Committee member will review the items set forth below.

The purpose of the meeting will be to review and discuss various construction/design issues including, but not limited to:

- a. Drainage and topography issues
- b. Preservation of existing landscape
- c. Parking of construction vehicles
- d. Potential disruption of utilities
- e. Location of existing utilities
- f. Unauthorized use of utility services of adjoining properties
- g. Control of trash and/or construction material debris
- h. Storm Water Pollution Prevention Plans and installed systems
- i. Noise limitation (radio, construction machinery)
- j. Work hours on weekdays and weekends
- k. Certification of insurance by both contractors and sub-contractors
- l. Requirement to meet with Security
- m. Verification of contractor/sub-contractor licenses for ACC approval.

n. Applicants agreement to abide by the Design Guidelines, the Declaration and all rules provided by the ACC

After completion of the Pre-Construction meeting, the approved builder must provide the ACC a written certification that the meeting has been completed and itemize the particular items discussed under the categories referenced above. The written certification must be filed with the Architectural Control Committee and no construction can commence, nor will any Notice of Commencement be issued to the infill lot owner or approved builder, until the written meeting confirmation is received by the Architectural Control Committee.

Failure by either the infill lot owner or approved builder to fully comply with the supplemental procedures for infill lots will constitute a violation of the Mira Vista Design Guidelines and authorize the Architectural Control Committee to pursue all available remedies permitted for a violation including, but not limited to monetary fines, suspension of approved builder status, and other available legal remedies.

In the event that any person fails to cure (or fails to commence and proceed with diligence to complete the work necessary to cure) any violation of the Design Guidelines, including these Construction Regulations, within ten (10) days after receipt of written notice from the Architectural Control Committee designating the particular violation, the Architectural Control Committee shall have the power and authority. To impose upon that person a fine for such violation (the "Violation Fine") not to exceed five hundred dollars (\$500.00) per occurrence. If after the imposition of the Violation Fine, the violation has not been cured or the person has not commenced the work necessary to cure such violation, the Architectural Control Committee shall have the power and authority, upon ten (10) day written notice, to

impose another Violation Fine which shall not exceed five hundred dollars (\$500.00). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a person for the same violation if not timely cured. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including reasonable attorneys' fees, shall be a continuing lien upon the Lot against which such Violation Fine is made. Continued failure to comply may cause the Architectural Control Committee to pursue legal remedy in the form of a "stop work" injunction or punitive damages.

The continued or habitual violation of these Design Guidelines by a general contractor, subcontractor, or materials supplier will result in the withdrawal by the Architectural Control Committee of his/their approval to perform work at Mira Vista.

## 4.2 HEALTH AND SAFETY COMPLIANCE

All applicable statutes, ordinances, or rules pertaining to safety and health, hazardous materials, toxic substances or wastes, including all relevant Occupational Safety and Health Act (OSHA) regulations and guidelines must be observed at all times.

## 4.3 CONSTRUCTION TRAILERS

Upon commencement of construction, a construction trailer or portable field office may be located on the building site totally within the Lot's perimeter. The type, size and color of any portable office must be approved by a representative of the Architectural Control Committee during the pre-construction conference. The field office may not be placed on-site earlier than two weeks prior to the actual onset of continuous construction activity. At the same time, the provision of temporary power and telephone

will be determined. A construction trailer may not remain on site for a period of time exceeding six months without written approval of the Architectural Control Committee.

#### 4.4 TRASH RECEPTACLES AND DEBRIS REMOVAL

Owners and builders shall clean up all trash and debris at the end of each day; an approved trash receptacle must remain on the site at all times for this purpose to contain all lightweight materials and packaging. Such trash receptacles must be placed on site no later than when foundation form boards are installed on site. No construction debris may accumulate on site unless within a trash receptacle. The receptacle must be positioned on the site alongside the construction access drive, clear of adjacent road right-of-way and neighboring properties. Trash receptacles must be emptied on a timely basis to avoid overflow of refuse; disposal shall be at a suitable off-site facility. Owners and builders are prohibited from dumping, burying, or burning trash anywhere on the Lot or in Mira Vista. Heavy debris, such as broken brick or stone, wood scrap, or the like must be removed from the Lot and Mira Vista immediately upon completion of the work of each trade that has generated the debris.

All concrete washout, from both trucks and mixers, must occur within the developed area of the Lot. Concrete washout should be removed before construction is completed. Washout in road right-of-ways, setbacks, or on adjacent or common properties is strictly prohibited.

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore in the judgement of the Architectural Control Committee or a detriment to other Lots or open space. Any

clean-up costs incurred by the Architectural Control Committee or the Association in enforcing these requirements shall be payable by the Owner and the general contractor. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed from public or private roads, open spaces, driveways, or other portions of Mira Vista.

#### 4.5 SANITARY FACILITIES

Each Owner or builder shall be responsible for providing adequate sanitary facilities for his construction workers. Portable toilets must be located within the Lot's perimeter, clear of all road rights-of-way and adjacent properties. In addition, the portable toilets must be appropriately/professionally screened from view of surrounding residents, roadways or lots.

#### 4.6 CONSTRUCTION ACCESS

Construction access to any Lot may only occur from its primary street frontage. Access across golf course, common property, open space tracts, or across any neighboring Lot is strictly prohibited.

#### 4.7 VEHICLES AND PARKING AREAS

Construction personnel may only park upon the residential Lot, or along the curb of the primary street frontage of the Lot. For Lots with narrow street frontage, and during very busy construction periods involving multiple trades such that all construction vehicles cannot be confined to the site proper or its immediate frontage, the overflow vehicles may be temporarily parked along nearby curb frontages; during these limited occurrences, vehicles must be parked parallel to the curb to allow continual unconstrained access by normal traffic and emergency vehicles, including fire trucks. Vehicles may not be

parked on neighboring Lots, in nearby driveways or on open space or golf course tracts. Vehicles must be parked and facing the correct manner on the street, not blocking neighbor driveways. Vehicles should not be parked on both sides of the street. Changing oil or other vehicle maintenance is prohibited.

#### **4.8 CONSERVATION OF NATIVE LANDSCAPING**

Trees which are to be preserved must be marked and protected throughout construction by flagging, fencing, or barriers. The ACC shall have the right to flag major terrain features of plants which are to be fenced for protection. Any trees or branches removed during construction must be promptly cleaned up and removed from the construction site.

#### **4.9 EXCAVATION MATERIALS AND BLASTING**

If any blasting is to occur, the ACC must be notified two weeks in advance and appropriate approvals must be obtained from the City of Fort Worth. Blasting may only be done by licensed demolition personnel, with all requisite insurance coverages as mandated by the ACC and by city, county and/or state statutes, specific to their blasting activity at Mira Vista. The ACC shall have the authority to require in writing documentation of anticipated seismic effects, with confirmation such effects will not be injurious to other persons or properties, public or private, and that all appropriate protection measures have been utilized.

All surplus products of excavation, including blasting, must be removed from Mira Vista once rough excavation has been completed. On-site stockpiling of rock, gravel, or soil shall be limited to those materials intended to reuse for backfill and final grading.

#### **4.10 DUST AND NOISE CONTROL**

The contractor shall be responsible for controlling dust and noise from the construction site. Dirt and mud deposited on public or private roads as the result of construction activity shall be promptly removed.

The sound of radios or of other audio equipment must not be audible beyond the property perimeter of any Lot; repeated violations of this provision will result in the total prohibition of any on-site use of radios or audio equipment during construction.

#### **4.11 MATERIAL DELIVERIES**

All building materials, equipment and machinery required to construct a residence on any Lot at Mira Vista must be delivered to and remain within the property boundary of each Lot, clear of all road rights-of-way and adjacent Lots or tracts. This includes all building materials, earth moving equipment, trailers, generators, mixers, cranes and any other equipment or machinery that will remain at Mira Vista overnight. Material delivery vehicles may not drive across adjacent Lots or tracts to access a construction site. Material deliveries may not occur on Sunday.

#### **4.12 FIRE ARMS**

The possession or discharge of any type of firearm by construction personnel on any construction site, Lot, or Common Property within Mira Vista is prohibited.

#### **4.13 ALCOHOL AND CONTROLLED SUBSTANCES**

The consumption of alcohol or use of any controlled substance by construction personnel on any construction site, Lot, or Common Property within Mira Vista is prohibited.

#### 4.14 FIRES AND FLAMMABLE MATERIALS

Careless disposition of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard, are prohibited. At least two 20-pound ABC-Rated Dry Chemical Fire Extinguishers shall be present and available in a conspicuous place on the construction site at all times. No on-site fires are allowed.

#### 4.15 PETS

No pets, particularly dogs, may be brought onto the property by a member of any construction crew.

#### 4.16 PRESERVATION OF PROPERTY

The use of or transit over any other Lot, Common Property or amenity, including the golf course, is prohibited. Construction personnel shall refrain from parking, eating, depositing of rubbish or scrap materials (including concrete washout) on any neighboring Lot, tract, or right-of-way.

#### 4.17 RESTORATION OF PROPERTY

Upon completion of construction, each Owner and builder shall clean his construction site and repair all property which has been damaged, including but not limited to: restoring grades, planting shrubs and trees as approved or required by the ACC, and repair of streets, curbs, sidewalks, utilities, driveways, pathways, drains, culverts, ditches, signs, lighting, and fencing.

In addition, the Owner and general contractor shall be held financially responsible for the cost of site restoration/revegetation and refuse removal necessitated on any and all

adjacent properties as a result of trespass or negligence by their employees or subcontracted agents.

#### 4.18 CONSTRUCTION SIGNAGE

Temporary construction signs shall be limited to one sign per site not to exceed nine square feet of total surface area. This sign is intended primarily for job site identification; therefore it must be located within the Lot boundary, facing the street frontage of the Lot. It may identify the general contractor and designer by name and address, license number and telephone number(s) and it may identify the job site by Lot number or Owner's name. The sign shall be free standing, not to exceed four feet in height above natural grade. The sign's design, color, style, text, duration of display and location upon the Lot must be approved in advance by the ACC. The construction sign may not be erected on a site earlier than two weeks prior to the onset of continuing construction activity and must be removed within two weeks of the issuance of a certificate of occupancy by the City, or immediately upon the passage of 30 calendar days without significant construction activity. The general contractor of a completed market home may apply to the ACC for continuation of his construction sign for advertising and sales purpose after construction has been completed, until such time that a contract for sale has been executed.

Individual signs, or construction sign attachments identifying individual subcontractors, tradesmen, or suppliers are prohibited; identification of licensed tradesmen, when required by state or city statutes, shall be confined to the posting location of the building permit.

Attachment of signs or similar material to trees is strictly prohibited. The ACC will accomplish the removal and disposal of all non-conforming signs.



#### 4.19 DAILY OPERATION

Daily working hours for each construction site shall be from 7:00 a.m. to 6:00 p.m., Central Standard Time, or 7:00 a.m. to 7:00 p.m., Daylight Savings Time, Monday through Saturday of each week. All construction work, including material deliveries, must cease on Sunday of each week.

In addition, no construction work is allowed on the following holidays:

New Years Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

#### 4.20 SITE VISITATIONS

Due to the inherent danger associated with an active construction site, visitors to any site should be limited to those persons with official business relating to the construction activity, such as construction workers and tradesmen, building officials, security staff, Architectural Control Committee representatives or observers, sales personnel, and the Owner. Construction personnel should not invite or bring family members or friends, especially children, to the job site.

Contractors and homeowners are strongly encouraged to provide a construction fence for new home construction, pool construction or major renovations.

#### 4.21 CONSTRUCTION INSURANCE REQUIREMENTS

All contractors and subcontractors must provide evidence of insurance with their Lot Owner and the ACC, prior to entering the construction premises. Confirmation shall be evidenced in the form of a valid Certificate of

Insurance naming Mira Vista Homeowners Association, Inc as the certificate holder. The required insurance must provide coverage not less than \$500,000 each for general liability and automobile liability. General liability coverage shall contain provisions for contractual liability and broad form property damage. The certificate shall provide for 30-day notice to the certificate holders in the event of cancellation or material change in the limits of coverage.

#### 4.22 VEHICULAR ACCESS TO MIRA VISTA

Prior to the start of construction activity at Mira Vista, each general contractor shall meet with security staff and prepare a "contractors' vehicle pass list" (which shall include their sub-contractors) and the supporting information relating to the description and identification of construction/employee vehicles. No person or vehicle will be allowed past the guardhouse until the requisite documents are on file and the appropriate passes have been issued. The Architectural Control Committee or the security staff may require proof of acceptable insurance as a condition of entry.

#### 4.23 BUILDER QUALIFICATION

All contractors and subcontractors performing construction or other related services at Mira Vista must be licensed and satisfy such other requirements as may be imposed by the Architectural Control Committee, in its sole discretion. Prior to the start of any construction activity, general contractors who are not on the approved builder list must make an application to the ACC for approval as a qualified Mira Vista contractor. Such application shall be in the form specified by the ACC, shall be supported by such additional information or documentation as the ACC may specify, and shall include an express written confirmation

of the applicant's agreement to abide by these Design Guidelines, the Declaration and all other rules and regulations promulgated by the ACC. The failure of any approved builder to abide by the terms and provisions of these Design Guidelines may result in the disqualification of such builder as an approved builder at Mira Vista. A fee of \$500.00 shall be paid by an Owner to qualify any builder not on the Approved Builders' List maintained by the ACC. Builders who have been approved by the ACC are approved on the quality of their construction as compared to the Design Guidelines, and the ACC does not investigate or determine the financial stability of any proposed builder.

Upon approval by the ACC, a builder shall be provided with a copy of all applicable construction rules and policies in order to facilitate the new builder's overall compliance with the provisions of the Design Guidelines. Failure to abide by the Design Guidelines will likely result in a fine and/or suspension of building privileges.

**INCLUSION OF A BUILDER ON THE ASSOCIATION'S APPROVED BUILDER LIST IS BASED SOLELY ON THE LISTED BUILDERS' PAST COMPLIANCE WITH THE GOVERNING DOCUMENTS. IN NO EVENT SHALL AN OWNER RELY ON THE APPROVED BUILDER LIST AS EVIDENCE OF THE BUILDER'S RELIABILITY, QUALIFICATIONS, BUSINESS PRACTICES, FINANCIAL CONDITION, OR OTHER CHARACTERISTICS. EACH OWNER IS SOLELY RESPONSIBLE FOR VETTING AND SELECTING THEIR BUILDER.**

The ACC will conduct a thorough review of the Qualified Builders list annually at the February ACC Meeting to determine if the builders on the list still meet all of the

qualifications to continue to build homes in Mira Vista. If it is determined that a builder no longer meets the standards expected of a quality builder, the ACC will notify the affected builder immediately.

#### **4.24 BUILDER ESCROW DEPOSITS**

All new builders who have been conditionally approved to build their first residence in Mira Vista must deposit \$5,000 in escrow (the "Escrow Deposit") with the management company, CMA, or such other title company as is acceptable to the ACC, and execute an Escrow Agreement on a form promulgated by the ACC. The Escrow Deposit shall be used by the ACC to (i) pay for the completion of any deficiencies in any construction, (ii) cure any items in non-compliance with these Design Guidelines, (iii) pay fines for citations or other defaults that were issued or incurred during the construction of such residence, and (iv) pay for other similar type items. This Section 4.24 shall not obligate the ACC to actually use such Escrow Deposit or pay the costs associated with any charges in excess of the Escrow Deposit. The provisions of this Section 4.24 may be waived or modified by the ACC in its own discretion. Any unused portion of the Escrow Deposit shall be returned to the builder after completion of the residence to the satisfaction of the ACC. A Conditionally Approved Builder will remain in that status until completion of construction of three homes in Mira Vista. While the builder remains conditionally approved, they will deposit the \$5,000 escrow for each of the three homes. At the satisfactory completion of the third home, the builder will be added to the approved list of Mira Vista Builders.

#### 4.25 FINE SCHEDULE FOR CONSTRUCTION RULES VIOLATIONS

The following fine schedule shall be in effect for each construction site in order to obtain greater compliance with the construction rules set forth in these Design Guidelines.

Specifically, the first five (5) citations issued in relation to construction rules violations at a specific job site will be considered “warning violations” and will not result in the assessment of a monetary fine. In the event additional citations are issued for a specific job site, each of the next five (5) citations will result in a monetary fine of \$50.00 per citation. Similarly, in the event additional citations are issued in excess of the first ten (10), each of the next five (5) citations would entail an enhanced fine of \$75.00 per citation. Finally, all citations issued in excess of fifteen (15) per job site will entail a monetary fine of \$100.00 per citation. The property owner will be liable for all fines assessed under the Design Guidelines. Failure to timely pay any such fines will likely result in an immediate cessation of the project which is associated with the unpaid fines.

| <b>Violations</b> | <b>Fine Schedule</b> |
|-------------------|----------------------|
| 1-5               | Written warning      |
| 6-10              | \$50.00 each         |
| 11-15             | \$75.00 each         |
| 16 and up         | \$100.00 each        |

## V. DESIGN REVIEW PROCEDURES

Site-sensitive, site-specific design shall be fundamental at Mira Vista. Design drawings should evolve from the careful and thorough analysis of a site's specific setting and features. Therefore, Owners and/or their designers should refrain from approaching a site with a predetermined design expecting to "make it fit", with little regard to natural constraints. Mira Vista has established this review procedure to assist the applicant through the design process in its appropriate sequence.

Plans and specifications shall be submitted to the ACC in accordance with the following conference and submittal requirements and review procedures.

An Owner may appeal an ACC denial to the Board. For more information on this process, please refer to the Association's 209 Hearing Policy.

### 5.1 PRE-DESIGN CONFERENCE

Prior to preparing preliminary plans for any proposed improvement, it is recommended that the Owner and/or his architect/designer meet with a representative of the ACC to discuss proposed building intentions and to resolve any questions regarding building requirements at Mira Vista. This informal review is to offer guidance prior to initiating preliminary design, and should occur on site whenever possible.

### 5.2 PRELIMINARY DESIGN SUBMITTAL

When the preliminary design is complete, its submittal for consideration must include all of the following exhibits; no review will commence until the submittal is complete.

1. Site plan (scale at 1" = 10' or 1" = 8'), showing the entire property, location of the proposed residence and any accessory buildings, driveway, parking area, existing and proposed topography, proposed finished floor elevations, all trees of 4 inch diameter or greater at chest height, special terrain features to be preserved and trees to be removed.
2. Survey (scale at 1" = 10' or 1" = 8'), by a registered land surveyor or licensed civil engineer showing Lot boundaries and dimensions, topography (2 feet contours or less), significant terrain features, all trees of 4 inch diameter or greater at chest height, edge of pavement or curb, and utility locations.
3. Floor plans (scale ¼" or 1/8" = 1'0"), showing proposed finished floor elevations.
4. All exterior elevations (scale ¼" or 1/8" = 1'0") showing both existing and proposed grade lines, plate heights, ridge heights, roof pitch and preliminary indication of all exterior materials and colors.
5. If the ACC deems it appropriate due to slope considerations or complexity of design, a computer study model may be required (same scale as site plan), which accurately depicts all the proposed improvements and their relationship to the site.
6. Any other drawings, materials, or samples requested by the ACC.
7. A design review fee in the ACC approved rate sheet shall be charged based on square foot of enclosed living area of the residence

and accessory buildings, see Appendix E of the Design Guidelines. A preliminary design will not be placed on the agenda for review unless this fee has been included with the submittal. The design review fee will be collected on behalf of the ACC's designated independent architect (See Design Guidelines Section 3.1 relating to determination of residential floor area.)

The submittal shall consist of one complete set of the requisite documents and exhibits submitted digitally.

The submittal must be accompanied by a completed application for preliminary design review and the requisite review fee remittance.

### 5.3 PRELIMINARY DESIGN REVIEW

The ACC will meet to review the submittal and will respond in writing within 10 days after their meeting barring unavoidable delays, but no later than 30 days after the effective date of submittal.

At such time as a complete preliminary submittal meets the approval of the ACC, one set of the submittal documents will be retained by the ACC and the other set will be marked "Approved" and returned to the Owner or his designated representative, accompanied by a statement indicating approval as submitted, or approval subject to certain conditions or modifications. If the ACC determines that a submittal is not in compliance with these Design Guidelines or the Declaration, one set of the submittal shall be returned marked "Disapproved", accompanied by a reasonable statement of items found to be not in compliance. The approval or disapproval of the ACC shall be narrative and in writing.

Results of review will not be discussed over the telephone by members of the ACC with

an Owner or his architect or builder, and no Owner, architect or builder shall have the right to attend any meeting of the ACC unless specifically requested by the ACC.

Any response an Owner may wish to make regarding the results of a design review must be addressed to the ACC in writing.

### 5.4 FINAL DESIGN SUBMITTAL

After preliminary approval is obtained from the ACC, the following documents are to be submitted for final review; no review will commence until the submittal is complete.

1. Site plan (scale at 1" = 10' or 1" = 8'), showing the entire property, location of the residence and any accessory buildings, driveway, parking area, existing and proposed topography, finished floor elevations, all protected plants or special terrain features to be preserved, trees to be removed, all utility sources and connections, and site walls.
2. Foundation plan (scale 1/4" or 1/8" = 1'0"), showing layout, foundation steps, reinforcement design, design criteria, and the stamp of a registered engineer.
3. Floor plans (scale 1/4" or 1/8" = 1'0"), showing finished floor elevations.
4. Roof plan (scale 1/4" = 1'0"), showing all roof pitches.
5. Building section (scale 1/4" = 1'0"), indicating existing and proposed grade lines.
6. All exterior elevations (scale 1/4" = 1'0"), showing both existing and proposed grade lines, plate heights, roof pitch and an indication of exterior materials and colors.
7. Paint chips and literature as requested by the ACC depicting or describing all

exterior materials. (See Design Guidelines Section 5.5 for deferment of proposed color selections.)

8. Complete landscape plan (scale 1" = 10' or 1" = 8'), showing size and type of all proposed plants, irrigation system, all decorative materials or borders and all retained plants. (See Design Guidelines Section 5.5 for deferment of the submittal of this item.)
9. On-site staking of all building corners and other improvements, if requested by the ACC.
10. Due to enhanced requirements adopted by federal, state and/or local government agencies, the Final Design Submittal must include a Storm Water Pollution Prevention Plan ("SWPPP") in conformance with applicable governmental guidelines. The SWPPP must be reviewed and approved by a representative designated by the ACC prior to commencement of construction. Implementation/Execution of the SWPPP must occur prior to disturbance of the construction site. The SWPPP must be reviewed and maintained on a weekly basis until installation of the landscape plan has commenced. Failure to properly maintain the integrity and functionality of the SWPPP will likely result in monetary fines, suspension of approved builder status, or both, if appropriate, as determined by the ACC or its designee.
11. As adopted by the Board of Directors of the Association, an impact fee of 50 cents per square foot for new construction or large renovations, and \$400 for pools, roof replacements and retaining walls will be collected by the Association prior to issuance of a Notice of Commencement. Failure to timely pay the impact fee will delay the commencement of construction.

The submittal shall consist of one complete set of the requisite documents and exhibits submitted digitally.

## 5.5 DEFERRAL OF MATERIAL OR COLOR SELECTION

An Owner may wish to delay the confirmation of landscaping intentions or final color or stonework selections until some point in time after the start of construction in order to better visualize landscape considerations, or to test an assortment of potential colors with actual materials intended for use. The ACC will cooperate with the Owner in this regard, provided that no landscape work may be started, nor color or material applied, until such time as the ACC has had the opportunity to review and consent to the final selections. The resubmittal should occur before the placement of any orders for materials to avoid potential restocking costs in the event of denial of the submitted item(s). Further, the provision stated here shall be a condition of Final Design Approval; therefore, application of any material, coating, or finish without the requisite resubmittal to the ACC shall have the effect of voiding the approval in its entirety.

## 5.6 SITE INSPECTION

As soon as the submission of final plans is complete, a representative of the ACC will inspect the Lot to determine that the conditions as depicted in the final submittal are accurate and complete.

## 5.7 FINAL DESIGN REVIEW

The ACC will meet to review the submittal and will respond in writing within 10 days after their Final Design Review approval,

barring unavoidable delays, but no later than 30 days after the effective date of submittal.

At such time as a complete final submittal meets the approval of the ACC, one set of the submittal documents will be retained by the Architectural Control Committee and the other set will be marked "Approved" and returned to the Owner or his designated representative, accompanied by a statement indicating approval as submitted, or approval subject to certain conditions and modifications. If the ACC determines that a submittal is not in compliance with these Design Guidelines or the Declaration, one set of the submittal shall be returned marked "Disapproved", accompanied by a reasonable statement of items found to be not in compliance. The approval or disapproval of the ACC shall be narrative and in writing.

Results of reviews will not be discussed over the telephone by members of the ACC with an Owner or his architect or builder, and no Owner, architect or builder shall have the right to attend any meeting of the Architectural Control Committee unless specifically requested by the ACC.

Any response an Owner may wish to make regarding the results of a design review must be addressed to the ACC in writing.

## **5.8 RESUBMITTAL OF PLANS**

In the event of any disapproval by the ACC of either a preliminary or a final submittal, a resubmission of plans must follow the same procedure as an original submittal. The ACC may assess an additional design review fee (which correlates to the relative consulting costs for multiple review efforts) upon subsequent submittals which diverge substantially from previously reviewed applications for the same site, whether previously approved or denied.

## **5.9 PRE-CONSTRUCTION CONFERENCE**

Prior to commencing construction, each pre-approved builder must meet with a representative of the ACC to review construction procedures and coordinate his activities in Mira Vista and execute the confirmation set forth in Section 4.23.

## **5.10 COMMENCEMENT OF CONSTRUCTION**

Upon receipt of final approval and Notice of Commencement from the ACC and having satisfied all applicable City of Fort Worth review processes, the Owner shall satisfy all conditions of approval and commence the construction or any work pursuant to the approved plans within one year from the date of such approval. Owner may not commence any construction activity including grading, site preparation, or other preliminary activity prior to receipt of the Notice of Commencement.

If the Owner fails to begin construction within this time period, any approval given shall be automatically revoked.

The Owner shall, in any event, complete the construction of any improvement of his Lot within two years after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to labor strikes, fires, national emergencies or natural calamities. If the improvement cannot be completed in two years, they are required to file a formal extension that must be approved by the ACC. If the Owner fails to comply with this schedule, or if the diligent and earnest pursuit of the completion of the improvement ceases, or is abandoned for a period of one calendar

month, or a cumulative period of four weeks during any eight week span, the ACC may, upon the passage of sixty days after written notification to the Owner, proceed to have the exterior of the improvement completed in accordance with the approved plans, or remove the improvement and restore the Lot to its pre-construction condition to the greatest degree possible. All costs relating to the completion or removal shall be borne and reimbursed to the ACC by the Owner, to be secured by a continuing lien on the Lot.

### **5.11 INSPECTIONS OF WORK IN PROGRESS**

The ACC may inspect all work in progress and give notice of noncompliance. Absence of such inspection or notification during the construction period does not constitute an approval by the ACC of work in progress or compliance with these Design Guidelines.

### **5.12 SUBSEQUENT CHANGES**

Additional construction or other improvements to a residence or Lot, or changes during construction or after completion of an approved structure, including landscaping and color modification, must be submitted to the ACC for approval prior to making such changes or additions.

### **5.13 COMPLIANCE INSPECTION**

After completion of any residence or other improvement a representative of the ACC may inspect the residence or other improvements for compliance.

If it is found that the work was not done in compliance with the approved plans or any portion of these Design Guidelines, the ACC may issue a written notice of noncompliance to the Owner, specifying the particulars of noncompliance, which notice is to be issued within 30 days of the final inspection.

The Owner shall have 30 days from the date of notice of noncompliance within which to remedy the noncomplying portions of his improvement. If, by the end of this time period the Owner has failed to remedy the noncompliance, the ACC may take action to remove the noncomplying improvements as provided for in these Design Guidelines, including, without limitation, injunctive relief or the imposition of a fine.

### **5.14 NONWAIVER**

The approval by the ACC of any plans, drawings, or specifications for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing or specification subsequently or additionally submitted for approval. Failure to enforce any provision of these Design Guidelines shall not constitute a waiver of same.

### **5.15 RIGHT OF WAIVER OR VARIANCE**

The ACC reserves the right to waive or vary any of the procedures or standards set forth herein at its discretion, for good cause shown. Upon submission of a written narrative request for a variance or waiver of one or more provisions of these Design Guidelines, the ACC may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance to these Design Guidelines, provided such variance is in basic conformity with and blends effectively with the general architectural style and design of the community. No member of the ACC shall be liable to any Owner or other person for any claims, causes of actions, or damages arising out of the granting or denial of any variance request by an Owner or his agent. Each request for a variance submitted hereunder shall be reviewed separately and apart from



other such requests and the grant of variance to any Owner shall not constitute a waiver of the ACC's right to strictly enforce these Design Guidelines against any other Owner. Each such written request must identify and set forth in narrative detail the specific guideline or standard from which a variance is sought, describe in detail the exact nature of the variance sought and be accompanied by the appropriate fee, as prescribed by the ACC. Any grant of variance by the ACC must be in writing and must identify in narrative detail both the standard from which a variance is being sought and the specific variance being granted.

#### 5.16 EXEMPTIONS

The reconstruction by the Association or the Declarant after damage or destruction by casualty or otherwise of any Common Properties which is accomplished in substantial compliance with "as built" plans for such Common Properties shall not require compliance with the provisions of these Design Guidelines.

Utility and maintenance buildings, structures, and cabinets located on non-residential tracts are exempted from the "Architectural Design Standards" portion of this document.

However, the ACC will endeavor to attain as high a level of conformance with these standards as is practical for these types of facilities.

Repainting or restaining associated with the prudent maintenance of an existing residence does not require prior approval by the ACC, provided the paint/stain colors are identical to those initially approved by the ACC for the application to the residence.

## VI. ARCHITECTURAL CONTROL COMMITTEE ORGANIZATION

### 6.1 MEMBERS

The ACC will consist of three to seven members of the Mira Vista Homeowners Association. The members will be approved by the Board of Directors.

A person may not be appointed to serve on the ACC if the person is (i) a current Board member; (ii) a current Board member's spouse; or (iii) a person residing in a current Board member's household.

### 6.2 DELEGATION OF AUTHORITY

The ACC may delegate its design and plan review responsibilities to one or more of its members, acting as a subcommittee of the ACC, and/or professional design consultants retained by the ACC on behalf of the Association. Upon such delegation, the approval or disapproval of plans and specifications by such member or consultants shall be brought to a vote by the entire ACC for final approval or disapproval.

### 6.3 DUTIES

It shall be the duty of the ACC to perform those duties specified in the Declaration and these Design Guidelines, to consider and act upon such proposals or plans related to the construction of improvements within the Mira Vista project as are submitted pursuant to the Declaration and these Design Guidelines, to enforce the architectural provisions of the Declaration and these Design Guidelines, and to amend these Design Guidelines whenever, and in a manner, deemed appropriate by the ACC.

### 6.4 ADDRESS OF ARCHITECTURAL CONTROL COMMITTEE

The address of the ACC shall be the address established for giving notice to the Association, unless otherwise specified by the ACC. Such address shall be the place for the submittal of plans and specifications and the place where the current Design Guidelines shall be kept.

The present address for the Mira Vista ACC is:

Mira Vista  
Architectural Control Committee  
6610 Bryant Irvin Road, Suite 300  
Fort Worth, Texas 76132

### 6.5 MEETINGS

The ACC shall convene at least once monthly as necessary to properly perform its duties. The vote of a majority of the members shall constitute an act by the Committee. Submittals, discussions, approvals, disapprovals and responses may be considered in person or online via e-mail and/or Cinc.

The ACC shall keep on file all submittals and copies of all written responses to Owners to serve as record of all actions taken.

### 6.6 COMPENSATION

Unless authorized by the Association, the members of the ACC shall not receive any compensation for services rendered. However, a professional design consultant, retained to advise and assist the ACC, and

who is also serving as an appointed member of the ACC as well, may be paid such compensation as the other ACC members determine.

All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with their performance of their duties. Professional consultants or representatives of the ACC retained for assistance in the review process shall be paid such compensation as the ACC determines.

## 6.7 AMENDMENT OF DESIGN GUIDELINES

The Architectural Control Committee may, from time to time and at its sole discretion, amend or revise any portion of these Design Guidelines. All such amendments or revisions shall be consistent with the Declaration and approved by the Mira Vista Homeowners Association Board. The amendments shall be appended to and made a part of the Design Guidelines.

Each Owner is responsible for obtaining from the HOA a copy of the most recently revised Design Guidelines.

## 6.8 NONLIABILITY

Plans and specifications shall be approved by the ACC as to style, exterior design, appearance and location, and are not approved for engineering design or for compliance with zoning and building ordinances, and by approving such plans and specifications, neither the ACC, the members or agents thereof, the Association, the Board of Directors of the Association, nor the Declarant assumes any liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications. Neither the ACC, any member or agent thereof, the Association, the Board

of Directors of the Association, nor the Declarant shall be liable to any Owner or other person for any damage, loss or prejudice suffered or claimed on account of:

1. The approval or disapproval of any plans, drawings and specifications, whether or not defective;
2. The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
3. The development, or manner of development, of any property within the Mira Vista project; or
4. The execution and filing of a compliance or non-compliance certificate pursuant to these Design Guidelines, whether or not the facts therein are correct; provided, however, that such action, with the actual knowledge possessed by him, was taken in good faith.

Every Owner or other person, by submission of plans and specifications to the ACC for approval, agrees that he will not bring any action or suit against the ACC, any of its members or agents, the Association, the Board of Directors of the Association, or the Declarant, regarding any action taken by or on behalf of the ACC. Approval by the ACC of plans and specifications by or on behalf of the ACC, or of the construction of any improvement at Mira Vista, refers only to these Design Guidelines, and in no way implies, and shall not be deemed to be a representation or warranty that, the submitted plans or specifications for the improvement comply with applicable governmental ordinances or regulations including, but not limited to, zoning ordinances and building codes.

## 6.9 ENFORCEMENT

The ACC may, at any time, inspect a Lot or improvement and, upon discovering a violation of these Design Guidelines, provide a written notice of noncompliance to the Owner causing the noncompliance, including a reasonable time limit within which to correct the violation. If an Owner fails to comply within this time period, the ACC or its authorized agents may enter the Lot without breaching the peace and correct the violation at the expense of the Owner of such Lot; said expense to be secured by a lien upon the Lot owned by the noncomplying Owner enforceable in accordance with the Declaration. The ACC may also pursue any and all other available legal remedies including, but not limited to, injunctive relief and/or monetary damages.

In the event of any violation of these Design Guidelines, the ACC may, without waiving any other remedy, at its sole discretion and in addition to restoration or completion expenses, impose without limitation a punitive fine, commensurate with the severity of the violation.

## 6.10 SEVERABILITY

If any provision of these Design Guidelines, or any section, clause, sentence, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of these Design Guidelines, and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances, shall not be affected thereby, and the remainder of these Design Guidelines shall be construed as if such invalid part were never included therein.

## 6.11 OBLIGATION OF OWNERS TO MAINTAIN LOTS

The adoption of these Design Guidelines, including the standards and procedures for architectural approval, shall not be construed as changing any rights, obligations or restrictions upon Owners to maintain or repair their Lots as may otherwise be specified in the Declaration or the rules and regulations of the Association.

## 6.12 INSPECTION OF CONSTRUCTION

Any member or authorized consultant of the Architectural Control Committee, or any authorized officer, director, employee or agent of the Association, may at any reasonable time enter, without being deemed guilty of trespass, upon any Lot after reasonable notice to the Owner, in order to inspect improvements constructed or being constructed on such Lot to ascertain that such improvements have been or are being built in compliance with these Guidelines and the Declaration.

## 6.13 RELIANCE BY SUBSEQUENT OWNERS

Purchasers of a Lot, in good faith and for value, are not responsible for violations in existence at the time of closing unless:

- (1) No resale certificate is requested in connection with conveyance of the Lot;
- (2) The violation has been noted on a resale certificate, if one is requested;
- (3) A Notice of Noncompletion or Notice of Nonconformance identifying the violating Lot and specifying the reason for the Notice has been executed and filed in the Real Property Records of Tarrant

- County, Texas, and provided to the  
Owner of such Lot; or
- (4) The purchaser has actual knowledge  
of the violation at the time of  
closing

## VII. PROMULGATION AND BINDING EFFECT

These Design Guidelines are promulgated by the ACC in accordance with, and pursuant to the authority granted in, Article X, paragraph (b) (iv), of the Declaration of Covenants, Conditions and Restrictions for Mira Vista (the "Declaration"), recorded September 21, 1987, in Volume 9074, Page 1082 et. seq., of the Tarrant County Records, Tarrant County, Texas. These Design Guidelines shall be deemed incorporated into a Declaration for all intents and purposes of Article X thereof and shall be binding upon all Lots within the Mira Vista project and upon all Owners or other persons having any interest in or to a Lot within the Mira Vista project subject to the Declaration and any Supplemental Declaration involving the Lots at Mira Vista. In the event of any conflict or inconsistency between the provisions of these Guidelines and the provisions of Article X of the Declaration pertaining to architectural control, standards or procedures, or to the ACC, the provisions of these Design Guidelines shall be controlling.

**APPENDIX “A”**  
***PROHIBITED PLANT LIST***

Bamboo

Red Tip Photinia

Knockout Roses

Kudzu vine or any other invasive vine plants

Elaeagnus

Honeysuckle

**The following trees are additionally prohibited:**

Bois D’Arc, Cottonwood, Siberian Elm, Silver Maple, Mimosa, Mulberry, Lombardy Poplar, Chinese Tallow, and Weeping Willow.

**APPENDIX “B”*****WOOD FENCING***

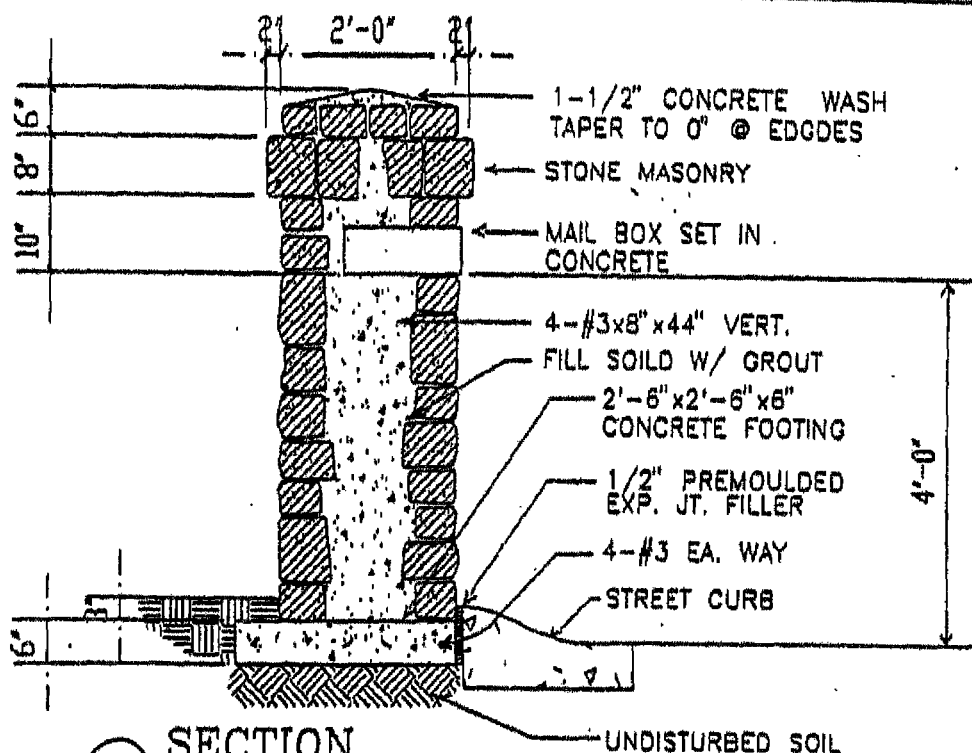
Pine Cone- Sherwin Williams (Required facing Mira Vista Blvd)

White Burch- Sherwin Williams

Baja Beige- Sherwin Williams

Dark Walnut/Oxford Brown – ReadySeal/Wood Defender

Clear Stain- Sherwin Williams, Wood Defender, Thompson's, other reputable brands



1 SECTION  
1/2" = 1'-0"

#### CONCRETE WORK

##### REINFORCING

- Reinforcing bars are to meet ASTM A #15, Grade 60
- Footing 2'-6" x 2'-6":  
Footing 4 #3 bars ea. way  
Column 4 #3 bars 8" x 3'-8" vertically and grouted solid

##### CONCRETE MATERIALS

- Portland cement ASTM C 150, Type I
- Ready-Mix Concrete: Comply with ASTM C 94
- Slump limits: Minimum 4" and Maximum 6"
- Concrete strength requirements: 3,000 PSI in 28 days

#### MASONRY WORK

##### MASONRY

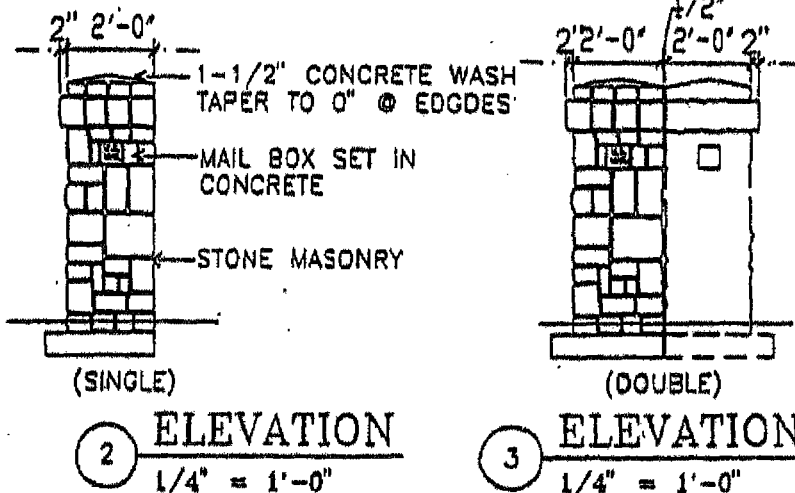
- Stone material is to be limestone matching the existing median material of Mira Vista Boulevard
- Ten days prior to construction and purchase of materials, submit sample stone materials for approval.
- Rough stone is to be 4-1/2" to 8" thick selected from local sources with a dimension ratio of rise to length to depth of 1:3:2

##### MORTAR MATERIALS

- Portland Cement: ASTM C 150, Type I, except type III may be used for cold weather protection
- Hydrated Lime: ASTM C 207, Type S
- Sand: ASTM C 144
- Water: Clean drinkable
- Masonry Cement is not acceptable for mortar
- Do not use calcium chloride in mortar
- Pre-mix, dry or wet, is not acceptable for mortar

##### INSTALLATION

- Pattern Bonds: Lay exposed stone masonry in uncoursed and roughly square pattern
- Mortar mixes: ASTM C 270, Proportion specifications Type S.  
1. All materials shall be accurately measured  
2. Combine and thoroughly mix cement, water, and aggregate in a mechanical batch mixer for a minimum of five minutes  
3. Lay rough stone with completely filled bed and head joint; butter ends with sufficient mortar to fill head joints and shove into place. Do not slush head joints.  
4. Joints: Lay stone columns with raked joints of 3/8" to 1/2" width



2 ELEVATION  
1/4" = 1'-0"

3 ELEVATION  
1/4" = 1'-0"

#### REPAIR, POINTING, AND CLEANING

- Clean exposed rough stone masonry surfaces with clean water and stiff brushes
- During the tooling of joints, enlarge any voids or holes and completely fill with mortar. Point up all joints to provide a neat, uniform appearance

#### MAILBOX & FLAG MATERIALS

- Meeting All Applicable U.S. Postal Requirements.  
Metal: Paint

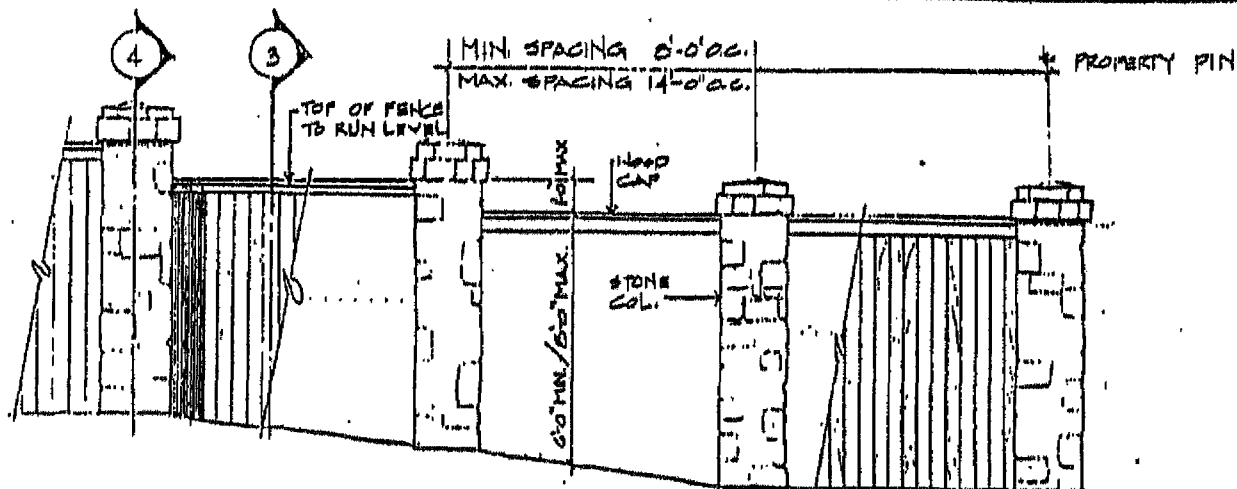
#### INSTALLATION

- All fasteners are to be of hot-dip zinc coating (ASTM A 153)  
Meeting All Applicable U.S. Postal Requirements.

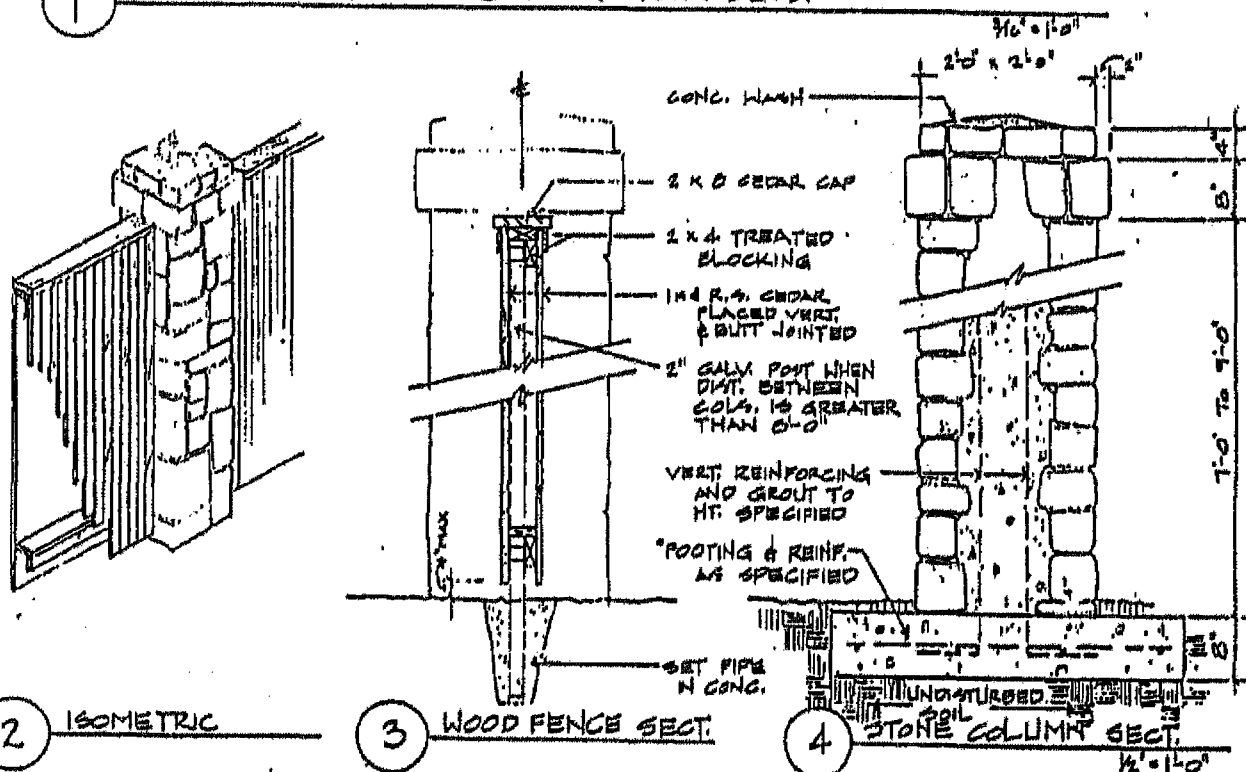
MAILBOX DESIGN  
at  
MIRA VISTA  
12/11/95

Appendix C





# 1 FENCE ELEVATION @ MIRA VISTA BLVD.



## 2 ISOMETRIC

## 3 WOOD FENCE SECT.

## 4 STONE COLUMN SECT.

### CONCRETE WORK

#### REINFORCING

- Reinforcing bars are to meet ASTM A 615, Grade 60
- Columns @ 7'-0" to 8'-0" high to top (7 x 8' footing)
- Columns @ 8'-0" to 9'-0" high to top (7 x 8' footing)
- Columns @ 9'-0" to 10'-0" high to top (7 x 8' footing)
- Columns @ 10'-0" to 11'-0" high to top (7 x 8' footing)
- Columns @ 11'-0" to 12'-0" high to top (7 x 8' footing)
- Columns @ 12'-0" to 13'-0" high to top (7 x 8' footing)
- Columns @ 13'-0" to 14'-0" high to top (7 x 8' footing)
- Columns @ 14'-0" to 15'-0" high to top (7 x 8' footing)
- Columns @ 15'-0" to 16'-0" high to top (7 x 8' footing)
- Columns @ 16'-0" to 17'-0" high to top (7 x 8' footing)
- Columns @ 17'-0" to 18'-0" high to top (7 x 8' footing)
- Columns @ 18'-0" to 19'-0" high to top (7 x 8' footing)
- Columns @ 19'-0" to 20'-0" high to top (7 x 8' footing)
- Columns @ 20'-0" to 21'-0" high to top (7 x 8' footing)
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- Columns @ 27'-0" to 28'-0" high to top (7 x 8' footing)
- Columns @ 28'-0" to 29'-0" high to top (7 x 8' footing)
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- Columns @ 96'-0" to 97'-0" high to top (7 x 8' footing)
- Columns @ 97'-0" to 98'-0" high to top (7 x 8' footing)
- Columns @ 98'-0" to 99'-0" high to top (7 x 8' footing)
- Columns @ 99'-0" to 100'-0" high to top (7 x 8' footing)

#### CONCRETE MATERIALS

- Portland cement ASTM C 150, Type I
- Ready-Mix Concrete Comply with ASTM C 94
- Slump 6 to 8 inches (4" and maximum 8")
- Concrete strength requirements 3,000 PSI to 28 days

### MASONRY WORK

#### MASONRY

- Stone material is to be limestone matching the existing masonry material of Mira Vista Boulevard
- Two days prior to construction and purchase of materials, submit sample stone materials for approval
- Rough stone is to be 4-1/2" to 6" thick selected from local sources with a dimension side of stone to length to depth of 1:1

### MORTAR MATERIALS

- Portland Cement ASTM C 150, Type I, except type 10 may be used for cold weather protection
- Synthetic Lime ASTM C 307, Type I
- Sand ASTM C 144
- Water Clean potable
- Masonry Cement is not acceptable for mortar
- Do not use calcium chloride in mortar
- Provide, dry or wet, is not acceptable for mortar

#### INSTALLATION

- Fillers: Sand: Lay exposed stone masonry in unweathered and roughly square pattern
- Mortar: Mix: ASTM C 270, Proportion specifications Type S
- All materials shall be carefully measured
- Carefully and thoroughly mix cement, water, and aggregate to a mechanical batch mixer for a minimum of five minutes
- Lay rough stone with completely filled bed and head joints butter ends with sufficient mortar to fill bed joints and above into place. Do not stack head joints
- Set: Lay stone masonry with solid joints of 1/2" to 3/4" thick

### REPAIR, POINTING, AND CLEANING

- Clean exposed rough stone masonry systems with clean water and stiff brushes
- During the laying of joints, enlarge any voids or holes and completely fill with mortar. Fold up all joints to provide a neat, uniform appearance

### WOOD FENCING MATERIALS

- Exposed framing material: Western Red Cedar, WYFA or WCLFS (rough sawn) 1 1/2" nominal dimensions for vertical members and 2 x 4 top rail
- Crossed wood material: "Rustic" lumber shall comply with AWFS L.P.S. Standards for pressure treated material
- All wood fence sections over 8'-0" long are to have a single 1/2" L.G. Galv. post placed at mid-point

#### INSTALLATION

- All fences are to be of top-dig steel meeting ASTM A 133
- Set gate posts to concrete to a depth of 4'-0" and fastened to the fence structure with galv. brackets
- Bracing with supporting frames and minimum must be of the same material as the masonry
- Bracing must be a minimum of 4'-0" high
- CONSTRUCTION OF FENCING MUST BE COMPLETED WITHIN 30 DAYS OF THE START OF RESIDENTIAL CONSTRUCTION.

FENCE DESIGN  
along  
MIRA VISTA BOULEVARD

**MIRA VISTA SYNTHETIC TURF SPECS**  
**APPENDIX "D"**

|                                  |                                          |                                                     |                                                                     |                                                   |                                                   |                                                             |
|----------------------------------|------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------|---------------------------------------------------|-------------------------------------------------------------|
| <b>BRAND</b>                     | Global Synthetic Turf                    | Everlast                                            | Southwest Greens                                                    | Southwest Greens                                  | Southwest Greens                                  | Southwest Greens                                            |
| <b>PRODUCT</b>                   | Riviera Monterey 50                      | Everlast Pet                                        | Bolt Natural 50 GB-156                                              | Natural 50 GB-126                                 | GB-024 SWG 60                                     | GB-123 SWG Putting Green                                    |
| <b>COLOR</b>                     | Emerald Green/Lime Green                 | Field Green/Olive Green                             | {301} Olive Blend Green; {302} Spring Green                         | Natural Green                                     | Olive Blend/Dual Green Thatch                     | American Green                                              |
| <b>THATCHING</b>                 | Brown/Green                              | Brown                                               | No thatch=Pulled all the way through along with blade monofilaments | No thatch                                         | Thatch                                            |                                                             |
| <b>TRAFFIC</b>                   | Light-Heavy                              | Moderate-Heavy                                      | Moderate-Heavy                                                      | Moderate                                          | Moderate                                          | Heavy                                                       |
| <b>PILE HEIGHT</b>               | 1 5/8"                                   | 1 "                                                 | 1 3/4"                                                              | 1.625"                                            | 1.75"                                             | 1.125"                                                      |
| <b>FACE WEIGHT</b>               | 50 oz. per square yard                   | 60 oz. per square yard                              | 50 oz. per square yard                                              | 50 oz. per square yard                            | 60 oz. per square yard                            | 31 oz. per square yard                                      |
| <b>BACKING WEIGHT</b>            | 28 oz. per square yard                   | 3.5 oz. per square yard                             | 27 oz. per square yard                                              | 24 oz. per square yard                            | 29 oz. per square yard                            | 25.6 oz. per square yard                                    |
| <b>TOTAL WEIGHT</b>              | 78 oz. per yard                          | 87 oz. per square yard                              | 77 oz. per square yard per product specs sheet                      | 74 oz. per square yard                            | 89 oz. per square yard                            | 56.6 oz. per square yard                                    |
| <b>STITCH RATE</b>               | 20/10 CM                                 |                                                     | 14.3 per 6 inches                                                   | 19 per 6 inches                                   | 21 per 6 inches                                   | 28 per 6 inches                                             |
| <b>STITCHES PER SQUARE METER</b> | 12,600                                   |                                                     |                                                                     |                                                   |                                                   |                                                             |
| <b>BLADES</b>                    | M shaped blade                           | S blade                                             | Lightning Bolt ⚡                                                    | No shape/flat                                     | No shape/flat                                     | Slit tape                                                   |
| <b>SERIES</b>                    | Performance series engineered blades     |                                                     |                                                                     |                                                   |                                                   |                                                             |
| <b>MATERIALS</b>                 | Polyethylene Monofilament                | Polyethylene Monofilament                           | Polyethylene & Polypropylene                                        | 100% Polypropylene                                | 100% Polyethylene                                 | 100% Polypropylene                                          |
| <b>MATERIALS</b>                 | Polypropylene curled as thatch           |                                                     | No thatch                                                           | No thatch                                         | Thatch Woven Polypropylene                        | No Thatch                                                   |
| <b>PRODUCT USES</b>              | Landscape, Lawns, Pet areas, Playgrounds | Pet areas                                           | Lawns                                                               | Lawns, Pet relief                                 | Lawns, Pet relief                                 | Putting green only; must not be visible to other homeowners |
| <b>WARRANTY</b>                  | 15 years                                 | 15 yrs if manufactured by Synthetic Grass Warehouse | 15 years                                                            | 15 years                                          | 10 years                                          | 5 years                                                     |
| <b>INSTALLER</b>                 | Quality Eye<br>Clay Mendoza 682-774-5664 | Cervendo Lujan 505-410-1063                         | Southwest Greens<br>Derrick Chambers 817-401-5185                   | Southwest Greens<br>Derrick Chambers 817-401-5185 | Southwest Greens<br>Derrick Chambers 817-401-5185 | Southwest Greens<br>Derrick Chambers 817-401-5185           |

## APPENDIX E – DESIGN REVIEW FEE SCHEDULE

|                                    |                                            |
|------------------------------------|--------------------------------------------|
| Architect:                         | Lee A. Hill, A.I.A.                        |
| New Homes:                         | \$.40 x Total Living Area                  |
| Demolition for Teardowns:          | \$400.00 (Added Service)                   |
| Large or Full House Renovations:   | \$.30 x Total Living Area Renovated        |
| Small Renovations and Alterations: | \$400.00                                   |
| Additions:                         | > of \$400.00 or \$.40 x Total Living Area |
| Pools:                             | \$400.00                                   |
| Accessory Structures:              | > of \$400.00 or \$.40 x Total Living Area |
| Landscape Plans:                   | \$150.00 (Only as directed by the ACC)     |
| Builder Qualification Reviews:     | \$500.00                                   |
| ACC Meetings                       | \$250.00 each monthly meeting              |

1. Fees for new homes, additions and accessory structures or over 1000SF include:
  - a. Pre-Design Conference – As Needed
  - b. Preliminary Submittal Design Review
  - c. Final Submittal Design Review
  - d. Pre-Construction Conference – As Needed
2. Set fee for Renovations, Alterations, Additions under 1000SF, Pools and Accessory Structures Include:
  - a. Pre-Design Conference - As Needed
  - b. Preliminary Submittal Design Review
  - c. Final Submittal Design Review
3. New home projects that require additional design review after Final Design Approval due to a change or increase in scope (example: enlarged or reduced floor plan, addition of a pool or addition of an accessory structure) shall be assessed an additional separate fee(s) according to the established Design Review Fee Schedule above.
4. Per Section 5.8 RESUBMITTAL OF PLANS – In the event of any disapproval by the Architectural Control Committee may assess an additional design review fee (which correlates to the relative consulting costs for multiple review efforts) upon subsequent submittals which diverge substantially from previously reviewed applications for the same site, whether previously approved or denied.
5. If an owner withdraws a submittal during the design review process and intends to resubmit a new revised design, a partial credit for the fee will be assessed toward the resubmittal.
6. Onerous and multiple design review shall be billed at a standard hourly rate of \$200.00.
7. Any architectural consulting service rendered direct to the ACC upon its request, in addition to the above schedule, shall be billed at a standard hourly rate of \$200.00.

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**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

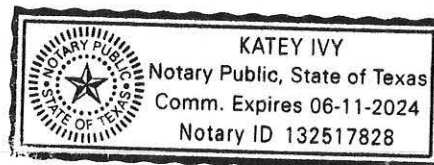
**NOTICE OF REVISION TO MIRA VISTA DESIGN GUIDELINES SUPPLEMENT FOR GARDEN HOMES**

This Notice of Revision to Mira Vista Design Guidelines Supplement for Garden Homes is being recorded at the direction of the Board of Directors of the Mira Vista Homeowners Association, Inc., a Texas corporation, pursuant to the authority granted by the Declaration of Covenants, Conditions and Restrictions for Mira Vista, dated as of September 21, 1987, and recorded in Volume 9074, Page 1082 et seq., of the Real Property Records of Tarrant County, Texas. The Mira Vista Design Guidelines is attached to this Notice.

Executed to be effective on the 13th day of November 2023.

  
\_\_\_\_\_  
Lynsie DeCet, President

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF TARRANT   §



This instrument was acknowledged before me on the 13th day of November 2023, by Lynsie DeCet, as President of the Mira Vista Homeowners Association, Inc., a Texas corporation, on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public, State of Texas



**D223217368**

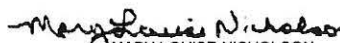
12/08/2023 10:19 AM

Page: 1 of 12

Fees: \$63.00

NOTICE

SUBMITTER: MIRA VISTA HOMEOWNERS ASSOCIATION INC

  
MARY LOUISE NICHOLSON  
COUNTY CLERK

# MIRA VISTA

## DESIGN GUIDELINES

### SUPPLEMENT FOR GARDEN HOMES AT MIRA VISTA

NOVEMBER 2023

MIRA VISTA  
DESIGN GUIDELINES

SUPPLEMENT FOR GARDEN HOMES AT MIRA VISTA

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## PREAMBLE

These amendments are adopted as a SUPPLEMENT to the larger text MIRA VISTA DESIGN GUIDELINES currently in effect and are applicable to the development of residential Lots in the GARDEN HOMES AT MIRA VISTA. All standards, directives, guidelines, and procedures of the Mira Vista Design Guidelines remain applicable to the development of residential Lots in the Garden Home Parcels as well, except where specifically modified or amended by **this supplement.**

This SUPPLEMENT FOR GARDEN HOMES AT MIRA VISTA is promulgated by the Mira Vista Architectural Control Committee in accordance with the Declaration of Covenants, Conditions, and Restrictions for Mira Vista (the "Declaration"), and pursuant to the authority granted therein to the Board of Directors of the Mira Vista Homeowners Association, Inc. (the Association).

## **1(A) STATEMENT OF PURPOSE**

(addition to text of Section I)

These supplemental guidelines have been generated to provide direction to the Garden Home Builders selected by Mira Vista Architectural Control Committee for the improvement of their properties within the Garden Homes at Mira Vista. These development parameters are directed towards the creation of an attractive homogeneous community of homes of moderate profile and size. The design standards and palette of allowable materials have been focused to insure a continuity of style; yet they still afford sufficient opportunity for individual design flexibility within the constricted framework.

With regard to the initial Garden Homes, four neighborhoods of lots have been developed and it is anticipated that design, style, detail, material and color shall be varied throughout each neighborhood. At least one-fourth of the Garden Homes in each neighborhood shall be of a single story design. Identical or recognizably similar plans may not be repeated upon adjacent lots, even though the plan is reversed. A lot within a Garden Home neighborhood may not be resold to a secondary buyer except as a developed product.

These garden home lots with less restrictive front setback requirements afford the opportunity for a coordinated and uniformly lowmaintenance streetscape. The common maintenance of the landscape buffers and front yard landscaping shall be administered by Mira Vista Homeowners' Association which administers the Mira Vista community at large and a separate charge shall be assessed the Garden Home owners to cover the costs of such service.



## **2(A) SITE PLANNING AND LANDSCAPE GUIDELINES**

### **2.1(A) BUILDING SETBACKS**

(replaces Section 2.1 in its entirety)

No portion of any residential structure or accessory building may be constructed closer to a property line than the established minimum building setbacks described below.

Required minimum building setbacks from property lines:

Front (applicable to all lot boundaries which directly abut road rights-of-way)

- 10 feet for all elements of the residence, except for garages,
- 5 feet to the non-door wall of a side entry garage,
- 18 feet to the door wall of a garage which faces to the street.

#### **\* Side**

- one minimum side setback of 5 feet is allowed in combination with a minimum setback of 10 feet at the opposite side property line; a Developer-Builder may determine the application of the opposing setbacks based upon design considerations. Corner Lots, with only one side property line, must maintain a side setback of five feet.

#### **\*Rear**

- 10 feet for a single story portion of a residence.
- 20 feet for a two story element of a residence. Where the roof of the single story wing continues up to enclose an inset second story habitable space, that inset second floor space must also respect the minimum setback of 20 feet applicable to two story structures.

\*For corner Lots with frontage along two road rights-of-way, or Lots of irregular shape, the City authorities may assign the rear setback designation to a property line based upon the Lot's configuration; each Developer-Builder shall bear the responsibility for contacting the City to confirm setback configurations for such a Lot, prior to the preparation of a preliminary site plan for improvements.

### **2.3(A)**

### **GRADING AND DRAINAGE**

(addition to text of Section 2.3)

For the purpose of clarity, the terms "natural" and "historic" which describe grade, slope, or drainage in the text of Design Guidelines Section 2.3 shall be interpreted to mean the resultant surface configuration of a Lot upon the completion of infrastructure and its associated general grading, but prior to the onset of any individual construction activity on the Lot.

### **2.4**

### **ACCESS DRIVES**

(addition to text of Section 2.4)

With respect to vehicular access, two adjacent residences will be allowed to share an access drive provided it is two "lanes" in width bisected by the common property line. Also, combination of garage structures near the rear of two adjacent properties will be allowed so long as a masonry fire separation wall and parapet at the property line is used. Neither the Mira Vista Homeowners Association, Inc., or the Architectural Control Committee shall bear any responsibility to obtain any necessary approval for such a garage combination such that all necessary approval, including setback variances, must be obtained from the City of Fort Worth by the garden home builders. All garden homes must access from the front of each property such that access from the lower road servicing the single family fairway lots will be prohibited.

### **2.7(A)**

### **WALLS AND FENCES**

(replaces Section 2.7 in its entirety)

All fences which abut landscape buffers shall be of the standardized design utilized for fences along Mira Vista Boulevard, consisting of stone support pillars with vertical cedar in-fill panels.

All other fences or privacy walls which face towards a street frontage shall be constructed of brick masonry, or brick masonry and black wrought iron in combination. Such walls must appear as a visual extension of the residence, incorporating brick masonry which matches the brick of the residence in pattern, unit size, and color. Masonry support pillars for combination fences shall be full height, connected by a low brick base wall below the wrought iron panels. Such pillars shall be spaced so that the in-fill iron panels do not exceed a width of eight feet; Pillars shall occur at outside corners of such fence sections regardless of spacing considerations.

Dividing fences along a common side property line between lots are encouraged to be wrought-iron; however, they may be constructed of wood. Wood fencing must be double faced so that no stringers or posts are visible. Wood slats must be of cedar or redwood, 4 to 8 inches in width installed vertically. Wood

fences must have a continuous horizontal wood cap; uncapped slat ends are unacceptable.

Wood fences may not be stained or painted (except for a clear oil sealer), unless otherwise approved by the Architectural Control Committee.

All pillars and support posts must be founded on concrete footings sufficient to prevent subsequent tilting or deterioration due to soil movement, settlement or erosion.

Spruce, whitewood or pine fencing and chainlink or wire fencing are **prohibited**. Any type of wire, plastic or any type of mesh or similar material is also prohibited from being attached to wrought iron or any other type of approved fencing.

Fences or privacy walls (or hedges) may not encroach into any front setback (See Supplement Section 2.1A) or adjacent lots. Fences, privacy walls and hedges may not exceed eight feet in height measured from existing natural grade.

Structural retaining walls shall not exceed an above grade height of six feet and must be faced with white Austin stone common to the Mira Vista site or similar stone or masonry to compliment the home and approved by the Architectural Control Committee. Multiple terraced retaining walls must be utilized when the overall height of retained earth exceeds six feet. All retaining walls must include suitable drainage systems and weep holes to release groundwater and relieve hydrostatic pressure. Dry-stack retaining walls shall be constructed of Austin stone. All dry-stack retaining walls over two feet in height must slope against the grade a minimum of 1 (one foot back for each four feet in height). Drystack retaining walls must not be subjected to watershed run-off.

## **2.16(A) LANDSCAPING**

(amendments to the text of Section 2.16)

Landscaping Plans for Garden Homes must include at least one of the following shade or ornamental trees for each 1500 square feet (or fraction thereof) of total Lot area:

shade trees with a minimum caliper of 4 inches at chest height, and at least 12-14 feet in height, or

ornamental trees with a height of 7 feet minimum

At least fifty percent of the minimum trees required by this Section 2.16(A) shall be of the shade tree variety.

Trees and larger plant material must not encroach into that portion of the street right-of-way between the front property line and the back of the curb, or into any portion of the utility easement which overlays each lot's frontage, due to the presence of underground utilities. However, ground cover and small shrubbery may be used to complete the landscaping continuity across the intervening right-of-way and utility easement.

That portion of a Lot's landscaping which occurs along the street frontage between building walls/privacy walls and the edge of the street shall be coordinated with the landscaping of adjacent Lots to produce a blended consistency along the streetscape. The use of plant materials requiring low to moderate landscape maintenance are strongly recommended for these blended street side landscape areas. To that end, the design of landscape areas which abut and/or extend into the street right-of-way must be prepared by a landscape designer from the preapproved list established by the Mira Vista Architectural Control Committee and approved by the ACC.

#### **2.18(A) VARYING GUIDELINES**

(replaces Section 2.18 in its entirety)

The provisions of this Supplement to the Mira Vista Design Guidelines apply specifically to the improvement of residential Lots in the Garden Home neighborhoods.

### **3.(A) ARCHITECTURAL DESIGN STANDARDS**

#### **3.1(A) SIZE**

(replaces Section 3.1 in its entirety)

It is expected that Garden Home residences will contain 2,000 to 3,200 square feet (inclusive) of enclosed living area. The floor area of garages, storage and mechanical rooms which access only from a garage or exterior of the structure and open air decks or patios (roofed or unroofed) are excluded from inclusion in the residential floor area calculation; the floor area of a screened porch or deck which is equipped for closure and use during winter months, or any similar convertible space, shall be included. The projected area of an interior stairwell of a multi-story residence shall be counted only once at its lowest level; stair landings at each primary floor level shall be included within the floor area of that level.

No more than one-third of the total residential floor area of a Garden Home may be located on the second story of the residence.

#### **3.3(A) HEIGHT OF STRUCTURES**

(replaces Section 3.3 in its entirety)

No portion of a structure (except for chimney elements) on a Lot in the Garden Home Parcel may exceed a true vertical height of 35 feet above original Lot grade directly below, at any point. See Section 2.3(A) of this Supplement for determination of Lot grade.

Garden Home structures are limited to one or two story construction.

No portion of an exterior wall may extend to a height greater than 22 feet above original Lot grade, regardless of its overall vertical height.

#### **3.5(A) EXTERIOR MATERIALS**

(replaces Section 3.5 in its entirety)

Exterior ground floor walls shall be brick or stone except for window/door openings and their associated wood trim. Exterior walls at the second story shall be predominantly brick or stone except that wood siding or stucco may be utilized on secondary building elements such as roof dormers or shortened inset clearstory-like walls where the structural support of masonry veneer would prove onerous or impractical in the opinion of the Mira Vista Architectural Control Committee. Although the predominant exterior wall material shall be brick, stone masonry or stucco when used in tasteful combination with other permitted materials, the proportion of stucco may not exceed 75 percent of the total wall surface and is limited to use in European cottage style or Mediterranean style homes. Thus, Pueblo or desert southwest styles of architecture will not be permitted.

### **3.6(A) ROOFS**

(replaces Section 3.6 in its entirety)

All residential structures in the Garden Home Parcel of Mira Vista shall have a pitched roof with a minimum pitch of six feet in twelve and a maximum pitch of twelve in twelve. Steeper pitches on isolated components of a residence, such as a **tower element or dormers, will be considered on a case-by-case basis and such request** shall be made through a written application for variance with the required fee. Further, all primary roof forms must be hip roofed. Gable roofs will be considered on a case-by-case basis for use on secondary building elements only, such as small dormer projections, porch roofs, or subordinate single story wings of the structure.

Flat roofs are prohibited in the Garden Home neighborhoods at Mira Vista.

All roof forms and gable end walls are subject to the height limitations prescribed by Section 3.3(A) of this Supplement.

Roof coverings are limited to wood shingles, slate or synthetic slate (such as Hardishake, Supre-Slate II or Heritage Slate by Suprador), unless otherwise approved by the Architectural Control Committee. Finish colors of manufactured roof coverings are subject to Committee approval.

See Section 3.10 of the Mira Vista Design Guidelines regarding projections from roofs.

### **3.7(A) CHIMNEYS AND OUTDOOR FIRES**

(replaces Section 3.5 in its entirety)

Chimney elements are subject to the same material limitations established by Design Guidelines Section 3,5(A); namely, chimneys shall be faced with brick or stone, unless the unique or distinctive design of the residence justifies the use of an alternative finish. If zero-clearance manufactured fireplace assemblies are utilized, the chimney shall be capped in a manner which screens all manufactured flue elements, such that its finished appearance is indistinguishable from a true masonry fireplace.

Due to incidences of gusting or sustained winds, all chimneys must be equipped with a U.L. or I.C.B.O. approved spark arrestor, including outdoor fireplaces. Open wood burning outdoor fire pits are prohibited. Propane or other gas outdoor fire pits are permitted.

Barbecues are permitted, provided they are lidded cookers.



*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

**3.8(A) EXTERIOR COLORS**  
(replaces Section 3.8 in its entirety)

The finish colors of all exterior materials must be approved by the Architectural Control Committee prior to their application to a structure; elements requiring color consent include, but are not limited to, brick masonry, stonework, slate, and synthetic slate roofing (if utilized) stucco accents, trim or siding colors and clad finishes on wood windows. Color selections shall be subtle and tasteful, avoiding extreme contrasts or colors approaching the primary range of red, blue and yellow.

Color schemes must be varied from lot to lot, similar or identical color combinations will not be permitted for Garden Homes on adjacent lots.

**3.9(A) WINDOWS, DOORS, AND SKYLIGHTS**  
(amendment to text of Section 3.9)

Window units shall be wood, wood clad, wood composite or anodized or pre-finished baked enamel metal. Raw metal components such as aluminum or galvanized iron are prohibited..

**3.11(A) GARAGES**  
(amendment to text of Section 3.11)

Garage doors which face the street must be single doors with intervening masonry piers; however, a single double width door serving a two bay garage may be utilized provided it is aesthetically recessed a minimum of three feet into the architectural from of the structure. Conventional roof eave overhang may not be utilized to satisfy any part of the recess dimension requirement. Garage doors which face to the street are subject to a minimum setback of 18 feet, from the property line to the door wall, as described by Section 2.1(A) of this Supplement. Garages which exceed two bays may not face toward the street.

**3.14(A) VARYING STANDARDS**  
(replaces Section 3.14 in its entirety)

The provisions of this Supplement to the Mira Vista Design Guidelines apply specifically to the improvement of residential Lots in the Garden Home neighborhoods at Mira Vista.

**5.3(A) PRELIMINARY DESIGN REVIEW**  
(addition to text of Section 5.3)

The fee for reviewing the garden home plans will be consistent with Appendix E in the Mira Vista Design Guidelines.



## **Mira Vista Roofing Materials**

### **Approved:**

- (7/00) Wood Shingles
- (8/02) Voslite Architectural Slate & Mission Tiles approved in Lexington Grey (6613 Sahalee Drive)
- (6/02) Fire Free, a gray fiber base cement shingle (6509 Castle Pines)
- (3/02) EcoStar, a division of Carlisle Syntec, Inc., Majestic Slate – Federal Gray; the following colors were approved in April of 2002: Black, Midnite Gray, Federal Gray, Smoke Gray, Earth Green
- (6/01) Royal Roofing in Dark Gray
- Duraslate by Royal Building Products in Oxford Gray was approved in September of 2001 (installed at 6309 Troon Road); Black installed at 6909 Baltusrol Road; Mulberry approved in March of 2004
- (4/99) Vic West Slate – Gray Metal Roof in the following color: Zinc
- (7/00) Maxi-Slate
- Concrete Tile by Monier Lifetile; approved colors incl. Gray, Black, Red & other various blended colors
- Real Slate by Monier Lifetile; approved colors incl. Gray & other various colors
- (10/03) Max Slate in Charcoal Gray
- (11/04) Lamarite Roofing material manufactured by Tamko in Slate Green
- (10/07) Inspire Slate in Chestnut Brown (6532 Castle Pines )
- (10/07) Weathered Wood Lamarite Shake by Tamko Roofing Products
- (10/07) Lamarite Slate by Tamko Building Products in Dusk Grey (5792 Forest Highlands)
- (4/08) DaVinci Slate material approved-no specific color; must be submitted on individual basis
- (4/08) DaVinci Slate Gray (6813 Laurel Valley)
- (5/08) DaVinci Shake Dark Brown (7108 Saucon Valley)
- (9/08) Lamarite Midnight Black (6632 Crooked Stick)
- (2/09) DaVinci Slate Black (6932 Laurel Valley)
- (2/09) DaVinci Slate Charcoal (7020 Saucon Valley)
- (3/09) DaVinci Slate Brown (6124 Forest Highlands)
- (8/09) Inspire Roofing in Charcoal Gray (6928 Hazeltine)
- (10/09) CertainTeed Symphony Charcoal Gray (6712 Somerset Hills, 6116 Annandale, 5901 Kittansett)
- (2/10) Inspire Roofing in Pewter Gray (6700 Saucon Valley)
- (8/10) Concrete Monier Lifetile Country Slate Impressionist Blend (6525 Turnberry)
- (7/11) Inspire Shake in Brown (7016 Mira Vista Blvd.)
- (7/11) DaVinci Slate Castle Grey Blend (6605 Cherry Hills)
- (9/11) Inspire Slate in Stone Black (6600 Crooked Stick, 6200 Troon)
- (9/11) DaVinci Slate in Vineyard Blend (6812 Laurel Valley)
- (10/11) Concrete Monier Lifetile Country Shake in Berkus Green (6308 Troon)
- (10/11) DaVinci Slate Villa Blend (6628 Crooked Stick)
- (10/11) DaVinci Slate Brownstone Blend (6928 Laurel Valley)
- (10/11) DaVinci Shake in Abruzzo (6913 Shadow Creek)
- (10/11) DaVinci Shake in Espresso (6901 Shadow Creek)
- (1/12) Concrete Monier Lifetile Slate in Western Trail (6025 Annandale)
- (1/12) Lamarite Slate in Stone Sonata (6941 Laurel Valley)
- (4/12) Concrete Monier Lifetile Slate in Cobblestone (6949 Laurel Valley)
- (12/12) DaVinci Slate in Milano Blend (7105 Saucon Valley)
- (8/13) Inspire Slate in Slate Gray
- (2/14) DaVinci Slate in Cambridge Blend (5917 Forest Highlands)
- (7/15) DaVinci Shake in Mountain (6629 Sahalee)
- (2/16) Boral Tejas Espana concrete tile custom blend: 62% Chestnut Burnt; 17% Buckskin; and 21% Dark Bordeaux (6925 Shadow Creek)
- (10/16) DaVinci Slate in Smoky Gray
- (11/16) DaVinci Slate Eco Blend in Castle Gray (6449 Forest Highlands)
- (11/16) Ludowici Ludoslate in Brunswick Black (6855 Lahontan Drive)

### **Rejected:**

- (6/02) Roofing material similar looking to asphalt composition roofing (The La Quinta Inn Roof) submitted by TLP Home Improvements
- (4/02) Red & Gray Metal Clad Roofing Material submitted by Metal Works
- (9/00) Zinc Aluminum Alloy with Coated Stone Granules submitted by Alpha Roofing System
- (3/98) Decra Roofing Systems – Stone Coated Metal Roofing
- (8/02) Stone coated steel roofing manufactured by Decra submitted by Mr. Adams
- Gerard Tile – Dr. Beard
- Wholesale Roofing Supply:
  - Authentic Roof manufactured by: Crowe Building Products, LTD.
  - Miravista Slate manufactured by: Owens Corning
- (11/04) Voslite plastic barrel tile submitted by Sean Knight for de Castro
- (12/04) Decra Roofing Systems – Stone Coated Steel Roofing submitted by Dr. Beard
- (1/08) Steel Rock (stone coated steel roofing) submitted by Dr. Beard
- (4/09) Coated steel roofing (manufacturer unknown) submitted by Sankary
- (10/12) Castle Top Metal Shingle in Slate Blue
- (10/12) CertainTeed Landmark Heavyweight Asphalt Shingle, Max Def in Weathered Wood color
- (10/12) CertainTeed Presidential heavyweight asphalt shingle in Weathered Wood color
- (4/14) DaVinci Bellaforte Shake in Tuscano

Updated November 2016

MY DOCUMENTS\DOCUMENTS\ROOFING MATERIALS



MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

TAYLOR OLSON ADKINS  
6000 WESTERN PLACE STE 200  
FT WORTH, TX 76107

Submitter: TAYLOR OLSON ADKINS

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 1/11/2012 1:02 PM

Instrument #: D212007672

AFF 83 PGS \$340.00

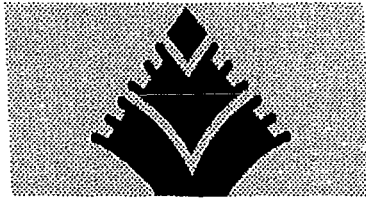
By: \_\_\_\_\_

*Mary Louise Garcia*

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ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK



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# MIRA VISTA

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## HOMEOWNERS ASSOCIATION

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May 14, 2003

RE: Anti-Loitering Policy To Begin Immediately

Dear Fellow Homeowners:

The Board of Directors of the Mira Vista Homeowners Association, and its various subcommittees, have been conducting meetings involving our management agent, Mira Vista Development Corporation, and the security staff they supervise on our behalf. The end result of these meetings will be a detailed survey that will be sent to all homeowners later this year, which will help the Board better understand what you, as a resident of Mira Vista, expect from the security operations.

An issue has been identified that has prompted this letter and we are asking for your understanding and assistance. There has been an increasing level of loitering by young people in various common areas, such as parking lots and the pavilion at the lake in the southern area of the development. Unfortunately, this is contributing to three disturbing trends within our community:

- Illegal drug use,
- Underage drinking, and
- Vandalism

The above noted activities involve a very small minority of the young people that live in and visit our community; however, our security staff cannot always differentiate between young people gathering to socialize and those that gather for other reasons. The security staff has developed guidelines to deal with the improper activity noted above, and we suggest you visit with David Ross, our director of security, if you have any questions.

There is one change that our management team has requested that the Board has approved unanimously in light of the beginning of summer vacations. It is a 10:00 pm curfew for young people gathering in common and certain other public areas within our community. The Board is evaluating the proper monetary penalty for failure to comply with the curfew. This will not affect the ability of the young people to have activities at someone's house, it will only affect gathering and loitering in common and public areas such as parking lots, lakes and facilities that are not open. Any young people gathering in these areas after 10:00 pm will be asked to disband. Non residents who do not cooperate will be asked to leave the development, and residents who do not cooperate will have their parents contacted by security. Failure to comply may result in notification of the Fort Worth Police Department.

We hope this letter adequately explains the need for this action, and we request that you spend a moment with your children explaining the new curfew and why it is necessary. Enforcement of the curfew will begin immediately. The Board will impose some sort of fine schedule (similar to traffic citations) later this summer. We look forward to your cooperation, and ask for your continued support of our security staff at Mira Vista.

VERY TRULY YOURS,

TIMOTHY G. CHOVANEC  
President, Mira Vista Homeowners Association

### **ASSOCIATION ACCESS STICKER POLICY**

New vehicle stickers will be issued to all Mira Vista property owners and residents.

When a new vehicle is purchased which replaces a vehicle currently in use, replacement stickers will be installed on the new vehicle by security at no charge. However, if the property owner/resident fails to return the old sticker, the cost of a new sticker will be \$250.00.

All property owners and residents will be required to sign an acknowledgement of this policy before receiving their new sticker.

### **PERMANENT GUEST LIST POLICY**

A resident's permanent guest list is now limited in size to twenty (20).

The permanent guest list must be updated on an annual basis under the following procedure: On or about April 1 of each calendar year, the resident will be mailed a copy of his/her current permanent guest list which must be updated and returned to the security department on or before May 31.

Any resident that fails to update their permanent guest list by June 1 of each calendar year will have their permanent guest list deleted from the security department computer system.

## **PROPERTY ACCESS POLICY**

Limit the listing of “permanent guests,” other than family members, on a homeowner’s permanent guest list to persons 18 years of age and older. Individuals under 18 would not be designated on the Permanent Guest List of a Mira Vista resident or lot owner, unless they are a family member.

Only a homeowner or resident in Mira Vista, over the age of 18, will be authorized to grant visitor access unless they are delivery personnel.

Security will be required to contact the homeowner or age appropriate resident prior to allowing visitor access. If an appropriate person, as listed above, cannot be contacted the guest will be denied access.

Security will no longer make multiple telephone calls to multiple residences to enable a prospective guest access to Mira Vista.

Security will allow access to a resident under the age of 18 who is being brought home by a guest regardless of age.

## PRIVATE PARTY PROCEDURES AND CONDITIONS FOR MIRA VISTA COMMUNITY

A progressive private party (hereinafter referred to as "Private Party") will be permitted within the Mira Vista community under the following conditions:

1. For purposes of interpretation under this procedure, Management Company shall refer to MV Services, Inc. and Director of Security shall refer to David Ross or his successor. Management Company has conducted security services for the Mira Vista Homeowners Association (the "Association") under various operating management services agreements which require Management Company to exercise the authority delegated by the Association to it to provide security services under the policies and procedures developed in prior years, as well as prepare new and appropriate procedures to deal with circumstances or events not previously encountered. This procedure is adopted by Management Company pursuant to such authority.

A Private Party shall be presumed to be for social purposes only and shall not involve solicitation of the public for participation. Any aspect of a Private Party that involves or requires an invitee or participant to pay a fee or donation or otherwise involves public advertising and promotion shall disqualify such event as a Private Party and require approval in the same manner as a Request for Special Exception as set forth in item 7. below.

2. Guests will be limited to no more than 50 and vehicular transportation for all guests are limited to no more than 20 vehicles. The use of a shuttle bus will be considered on a case-by-case basis depending on size of Private Party (i.e., number of homes) and length/width/size of shuttle vehicle.
3. A complete guest list (in alphabetical order) must be provided to Security Director at least 36 hours in advance of the scheduled start time of the event. **NO EXCEPTIONS.** Failure to comply with this requirement will likely result in denial of access to the Mira Vista Community.
4. A proposed Private Party must be approved by Management Company no less than ten (10) days prior to date of the event. Written request for approval must be received by Management Company at least two (2) business days prior to the approval deadline (i.e., 10 days prior to date of event).
5. Management Company and Director of Security reserve the right to require valet service for each home within the Mira Vista Community included in Private Party. A parking plan for the guest vehicles must be coordinated with and approved by Management Company and Director of Security no less than seven (7) days prior to the event. This requirement is critical to facilitate good traffic flow, minimal interference with neighboring residents and emergency vehicle access at all times (i.e., police, fire, emergency medical).

6. All traffic regulations (especially parking) will be strictly enforced. Each owner of a home involved in a Private Party will be individually responsible for any traffic violation, as well as any damage to the Homeowners Association's common areas, Homeowners Association's property, private personal or real property or any improvements to real property. Management Company and Director of Security reserve the right to require written indemnification agreements from all owners of homes involved in a Private Party, as well as such other written assurances as may be deemed appropriate by Management Company in its sole and absolute discretion.
7. Any exception requested to the foregoing condition(s) will be classified as a "Request for Special Exception" which must be submitted in writing addressed to Management Company. A Request for Special Exception will require consent and approval by each of the following:
  - A. the Director of Security;
  - B. a majority of the Security Committee of Mira Vista Homeowners Association;  
and
  - C. a majority of the Board of Directors of Mira Vista Homeowners Association.

Due to the enhanced approval requirements for a Request for Special Exception, an individual or group submitting such request must allow adequate time to review such request and permit the appropriate individuals, committee members and Directors to take up such Request at their regular appointed meeting dates. A minimum of 90 days should be the time frame for a review of a Request for Special Exception, but certain situations could require a much greater amount of time for review, discussion and reaching an ultimate decision on such request.

## MIRA VISTA HOMEOWNERS ASSOCIATION

### LOT MAINTENANCE POLICY

It shall be the policy of the Mira Vista Homeowners Association that all lots shall be maintained under the following guidelines:

- All lots with grass and/or weeds taller than twelve (12) inches will receive a notice and will have ten (10) days to mow. A lot shall be mowed in its entirety and as it abuts all neighboring properties. If the lot is not mowed within ten (10) days, the Association will make arrangements to have the lot mowed and assess a fine of up to \$500.
- It is the responsibility of each lot owner to maintain their lots in a well-manicured condition. Debris, including but not limited to, trash, limbs, dead/fallen trees and building materials must be cleaned up immediately. Lots with this type of debris are considered unsightly, and the owner will receive a notice and have ten (10) days to clean up their lot. If the lot is not cleaned up within ten (10) days, the Association will make arrangements to have the lot cleaned up and assess a fine of up to \$500 in addition to actual clean up and disposal charges .
- If a fine is not paid, finance charges will be assessed. If the lot owner's account reaches \$1,000 in arrears for lot mowing or clean up charges, fines and finance charges, the Association may place a lien against the property.



## **MIRA VISTA HOMEOWNERS ASSOCIATION**

### **STREET SANDING POLICY**

It shall be the policy of the Mira Vista Homeowners Association that prior to or during icy weather conditions, those portions of streets and intersections within the Mira Vista subdivision deemed by the Association's Property Manager to be the most dangerous or impassable may be covered with a mixture of salt, sand or other chemicals. The Association shall not have a duty to apply such mixture to all residential streets within the subdivision and such mixture shall not be applied to any private driveway or walkway. The Property Manager's decision to apply the salt/sand/chemical mixture to certain streets and intersections shall be subject to prevailing weather conditions and the availability of materials, equipment and personnel, and the Property Manager shall not be liable for any damage that may be caused to life or property as a result of applying or failing to apply such mixture to a particular street or intersection. No Member of the Association shall have a right to require the Property Manager to apply the salt/sand/chemical mixture to any particular street or intersection.

## MIRA VISTA HOMEOWNERS ASSOCIATION

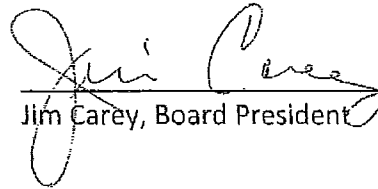
### DOCUMENT RETENTION POLICY

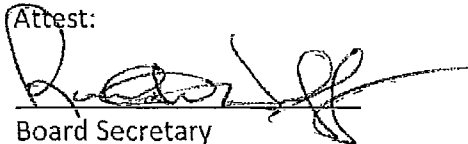
It shall be the policy of the Mira Vista Homeowners Association that all documents owned and possessed by the Association and that concern Association business shall be retained by the Association and not destroyed or otherwise disposed of except in accordance with the following schedule:

- All corporate documents, deed restrictions, bylaws, and Board policies, rules and regulations, and all amendments thereto, shall be retained permanently.
- All financial books and records of the Association, including any tax returns and audits of the financial books and records, shall be retained for a minimum of seven years.
- All agendas and minutes of the meetings of the Board and of the Members shall be retained for a minimum of seven years.
- All records of a Member's account shall be retained for a minimum of five years.
- All contracts approved by the Board shall be retained for a minimum of four years after the date of the expiration or termination of the contract.
- All personnel files of Association employees shall be retained for a minimum of 7 years.
- All other documents and correspondence shall be retained for a minimum of 7 years.

This policy shall apply only to documents that are owned by the Association, that concern the business of the Association and that are in the reasonable possession, custody and control of the Association, including documents held by the Association's attorney. Documents that are held by third parties that the Association has no legal right to control are not within the Association's possession, custody and control for purposes of this policy.

ADOPTED by the BOARD OF DIRECTORS of the Mira Vista Homeowners Association effective on the 7<sup>th</sup> day of December, 2011.

  
Jim Carey, Board President

Attest:  
  
Board Secretary

## MIRA VISTA HOMEOWNERS ASSOCIATION

### RECORDS PRODUCTION AND COPYING POLICY

It shall be the policy of the Mira Vista Homeowners Association that documents relating to the business of the Association shall be made reasonably available to the Members for inspection and copying in accordance with the terms of this policy and applicable law.

#### I.

##### Persons Who May Access Documents and Records

- Special Right of Access for Board Members. All members of the Board shall have a special right of access to all documents of the Association. All documents of the Association shall be made available to the members of the Board for inspection and copying upon request during normal business hours.
- Access by Members. All Members of the Association, and their designated agents, attorneys and certified public accountants, shall have a right to reasonable access to the documents and records permitted by law and by this policy to be made available for inspection and copying purposes. Members of the Association shall have no right to have access to documents and records permitted by law and by this policy to be withheld from a Member except by court order or written consent of the Board. All designations of agency must be in writing and signed by the Member.
- Access by Non-Members. All non-Members and their designated agents may have access to all dedicatory instruments and a resale certificate described in Section 207.003(b) of the Texas Property Code for a specific property or properties if the non-Member provides contractual or other proof of the non-Member's right to purchase the property or properties for which the resale certificate is sought. If the non-Member fails to provide such proof, then the non-Member shall not be provided access to any document or record of the Association except by court order or written consent of the Board. All designations of agency must be in writing and signed by the non-Member.

#### II.

##### Procedures for Accessing Documents and Records

- All requests for documents of the Association, including dedicatory instruments and resale certificates, shall be in writing, shall be sent to the Association's principal office by certified mail, shall specifically describe the documents requested, shall state whether the documents are to be made available for inspection and copying or whether the

documents are to be copied and forwarded to the requestor, shall be signed by the requestor, and, if the requestor is seeking copies of documents, shall contain an address where the documents may be delivered or, alternatively, shall state that the requestor desires to pick up the documents in person.

- All dedicatory instruments, resale certificates, and lawsuits, except for lawsuits for ad valorem taxes, shall be promptly made available to the requestor. If a resale certificate is made available for delivery within 10 business days after the date of the Association's receipt of the request, the purchaser of the property shall pay a fee of \$250.00 for the issuance of the resale certificate (unless the purchaser and seller agree that the fee should be paid by the seller or by a third party). In any event, the fee for the issuance of the resale certificate must be paid prior to the delivery of the resale certificate. However, if a resale certificate is not made available for delivery within 10 business days after the date of the Association's receipt of the request, the fee for the delivery of the resale certificate shall be waived.
- If a request is received from a Member to inspect the books and records of the Association, including the financial records, the Association shall send written notice to the Member of the date and time during normal business hours and the mutually agreeable location that the requested information may be inspected to the extent that such information is in the Association's possession, custody and control. Such notice shall be sent within 10 business days of the date the Association receives the request.
- If after inspecting the requested books and records, a requestor determines that he or she would like copies of all or part of the information inspected, the requestor shall identify the information to be copied and forwarded to the requestor. The Association shall forward the requested information to the requestor within 10 business days from the date the requestor identifies the information.
- If a request is received from a Member to obtain copies of the books and records of the Association, including financial records, the Association shall produce the information requested, to the extent that such information is in the Association's possession, custody and control, within ten business days after the date the Association receives the request.
- If the Association is unable to make the books and records available for inspection or to produce copies of the books and records within 10 business days from the date of the Association's receipt of the request, the Association shall send written notice to the

requestor informing the Member that the Association is unable to comply with the Member's request within 10 business days from the date of the Association's receipt of the request and stating the date by which the information will be made available or produced, which date shall not be later than the 15th business day after the date of the notice.

- The books and records requested may be produced in hard copy, electronic format, or any other format that is reasonably available and convenient to the Association.

### **III.**

#### **Documents and Records That May be Withheld**

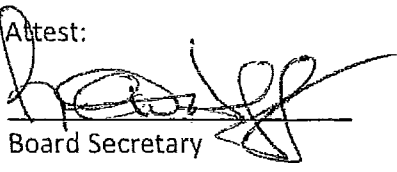
- The Association reserves the right to withhold or redact information made confidential by law, including, but not limited to, the following information:
  - Documents protected by the attorney/client and attorney work product privileges (does not include invoices for attorney's fees);
  - Documents related to a Member's history of deed restriction violations;
  - Documents that identify a Member's personal financial information, including the Member's payment history for dues and assessments owed to the Association;
  - Documents that identify a Member's contact information except for the Member's home address; and
  - Documents pertaining to an employee of the Association, including an employee's personnel files, and personal communications by employees that are unrelated to the business of the Association.
- The above notwithstanding, all documents and information made confidential by law may be released in response to a request: (a) if the information requested is contained in the minutes of the meeting of the Board or of the Members, (b) if the information requested pertains only to the requestor or the requestor's spouse or to property owned by the requestor or the requestor's spouse, (c) pursuant to a court order, or (d) pursuant to the written consent of the Member who is the subject of the request or of the property owner whose property is the subject of the request.

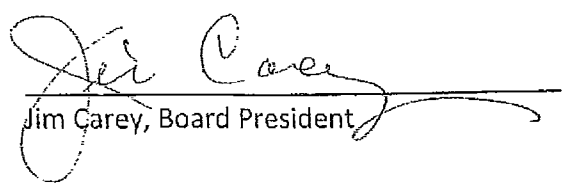
IV.  
Charges for Requests for Documents and Records

- The Association reserves the right to charge a requestor for the cost of complying with the request for the copying documents and records of the Association. The charges for copies may include the reasonable costs of materials, labor and overhead, but shall not exceed the charges permitted by 1 T.A.C. § 70.3.
- The Association may include an invoice for the copy charges with the documents and records when they are produced, which shall detail the charges assessed and shall state that such charges are due within 30 business days of the date of the invoice.
- The Association may also require the requestor to pay an estimate of the copy charges prior to undertaking any work to comply with the request. All estimates must be based on the charges the Association is permitted to charge by law and by this policy. If the requestor refuses to pay the estimated costs within 5 business days after being notified of the costs, the request shall be deemed automatically withdrawn. If the requestor timely pays the estimated costs, the Association shall send to the requestor a final invoice detailing the charges assessed within 30 business days after the date the information is produced. If the final invoice shows that the actual cost of the request was less than the amount paid, the requestor is due a refund within 30 business days from the date of the final invoice. If the final invoice shows that the actual cost of the request exceeded the amount paid, the invoice shall state that the excess amount is due within 30 business days from the date of the final invoice, and, if not paid within that time, shall be added to the requestor's account as an assessment against the requestor's property.
- A copy of this policy shall be provided to all persons upon request and without charge.

ADOPTED by the BOARD OF DIRECTORS of the Mira Vista Homeowners Association effective on the 7<sup>th</sup> day of December, 2011.

Attest:

  
Board Secretary

  
Jim Carey, Board President

## MIRA VISTA HOMEOWNERS ASSOCIATION

### MEETINGS POLICY

It shall be the policy of the Mira Vista Homeowners Association that all meetings of the Board of Directors shall be open to the Members of the Association. However, the Board reserves the right to adjourn into a closed executive session to discuss and consider action on the following:

- Personnel;
- Pending or threatened litigation;
- Contract negotiations;
- Enforcement actions;
- Consultation with the Association's attorney;
- Invasion of a Member's privacy; and
- Any matter concerning a Member that is to remain confidential by agreement between the Board and the Member.

Following the executive session, the Board shall make a general, oral summary of any decision made during the executive session, including any authorization for expenditures approved, and such summary shall be included in the minutes of that meeting.

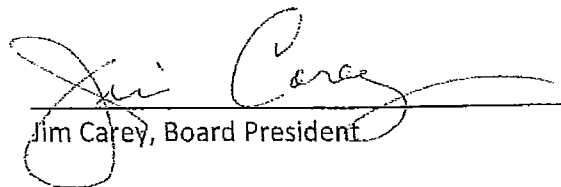
The Board Secretary or his or her designee shall prepare an agenda of each meeting of the Board stating the date, hour and location of the meeting and the general subjects that will be discussed or actions that will be considered during the meeting, including in any executive session. Notice of the agenda will be provided to each Member either by mailing the agenda to each Member at least ten days in advance of the meeting or by posting the agenda on the front door of the principal office of the Association or other conspicuous location or by posting the agenda on the Association's website at least seventy-two hours in advance of the meeting. Should the agenda be posted on the front door of the principal office of the Association or other conspicuous location or on the Association's website, a copy of the agenda shall also be e-mailed to all Members who have registered an email address with the Association.

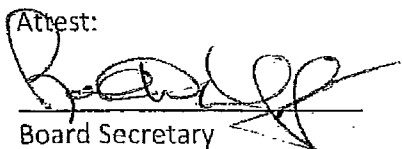
Notwithstanding the foregoing, the Board reserves the right to conduct a meeting by telephone or electronically or by unanimous written consent in lieu of a meeting, without notice to the Members to take action on routine and administrative matters or matters that constitute reasonably unforeseen emergencies requiring immediate board action as permitted by law, provided that the following subjects will not be considered routine, administrative in nature or a reasonably unforeseeable emergency:

- Fines;
- Damage assessments;
- Initiation of foreclosure;
- Initiation of enforcement actions except where it is necessary to obtain a temporary restraining order or where there is a threat to the public health and safety;
- Increases in assessments;
- Levying of special assessments; and
- Suspension of a Member's rights if the Member has not been given notice and an opportunity to present a defense to the Board.

The purpose of the open meetings policy is to permit the Members an opportunity to observe or be made aware of the decision-making process of the Board. No Member shall have a right to participate in or speak at a meeting of the Board unless such right is required by law or permitted by the Board at the meeting. The Board shall have no duty to respond to questions or comments made by a Member in a meeting of the Board that do not concern items listed on the agenda for that meeting. The Board may, in response to such questions or comments, agree to allow the issues raised by the questions or comments to be placed on a future agenda for consideration.

ADOPTED by the BOARD OF DIRECTORS of the Mira Vista Homeowners Association effective on the 7<sup>th</sup> day of December, 2011.

  
Jim Carey, Board President

Attest:  
  
Board Secretary



**MIRA VISTA HOMEOWNERS ASSOCIATION, INC.  
GUIDELINES FOR SOLAR ENERGY DEVICES**

The undersigned, being the President of Mira Vista Homeowners Association, Inc., a Texas non-profit corporation (the "Association"), hereby certifies that the following resolutions were duly adopted by the Board of Directors of the Association (the "Board") on October 13, 2015, and that the resolutions have not been rescinded or amended and are presently in full force and effect:

WHEREAS the Association is charged with administering and enforcing the Declaration of Covenants, Conditions and Restrictions for Mira Vista that was recorded on September 22, 1987, in the Official Public Records of Tarrant County, Texas, as amended from time to time (collectively, the "Declaration"); and

WHEREAS, Texas Property Code Section 202.010(b) precludes the Association from adopting or enforcing a complete prohibition on installation of solar energy devices; and

WHEREAS, Texas Property Code Section 202.010(d) allows the Association to adopt certain restrictions on solar energy devices; and

WHEREAS, the Board has determined that it is appropriate for the Association to adopt specific guidelines regarding solar energy devices within the community.

IT IS, THEREFORE, RESOLVED, that in order to comply with Texas Property Code Section 202.010, the Board hereby repeals any and all prior restrictions on solar energy devices contained in the governing documents of the Association and adopts the following Guidelines for Solar Energy Devices ("Guidelines").

1. These Guidelines apply to "solar energy devices" as that term is defined in Texas Tax Code Section 171.107 ("Devices"). A Device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Devices may be installed only with the prior approval of the Architectural Control Committee ("ACC"), subject to these Guidelines. Two (2) sets of plans and specifications for the installation of Devices shall be submitted to the ACC in accordance with the provisions of the Declaration and the application and review procedures adopted by the ACC.
  - a. The plans and specifications must be prepared by a professional engineer licensed by the Texas Board of Professional Engineers.
  - b. The plans and specifications must specify the number and area of solar panels and the proposed location of the panels, as well as the color of the panels and the color of the framing.

- c. The plans must be drawn to scale and clearly show all elevations and attachments to the roof structure. Details that apply to the specific installation (plumbing, etc.) must also be provided.
  - d. Photographs must be submitted with the application showing the location of the proposed Device(s) and their visibility from neighboring structures and streets.
  - e. A photo of the proposed Device(s) and the manufacturer's product literature must be submitted with the application.
  - f. Proof of all required licenses must be submitted to the ACC at the time the plans and specifications are submitted for review.
  - g. Any person failing to obtain the written approval of the ACC before installation of a Device commences will be deemed in violation of these Guidelines and will not have an application approved.
  - h. Plans and specifications must also be submitted to and approved by the City of Fort Worth. Approval by the City of Fort Worth does not imply or constitute approval by the ACC. Similarly, approval by the ACC does not imply or constitute approval by the City of Fort Worth.
  - i. Letter must be submitted from property owner's insurance carrier stating that existing coverage of the homeowner's policy will not be affected in any way by the installation of proposed Device(s).
  - j. Letter must also be submitted from property owner's roof manufacturing company stating that the roof warranty, if any, will not be voided by the installation of proposed Device(s).
  - k. A fee in the amount of \$500.00 for design review and impact cost shall be submitted to Mira Vista Homeowners Association for the installation of proposed Device(s).
3. Any Device must be installed on land or structures owned by the property owner. No portion of the Device may be located on property owned or maintained by the Association or on property owned in common by the members of the Association.
4. Devices may only be installed in the following locations:
- a. on the roof of the main residential dwelling; or
  - b. on the roof of any other structure allowed by the Declaration; or
  - c. within a fenced yard or patio owned and maintained by the property owner.
5. For Devices mounted on the roof of a home, the Device must:
- a. have no portion that extends higher than the roof section to which it is attached; and

- b. have no portion that extends beyond the perimeter boundary of the roof section to which it is attached; and
  - c. conform to the slope of the roof; and
  - d. be aligned so that the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
  - e. have frames and support brackets that are bronze, black or another color that is commonly available in the marketplace and matches the color of the roof shingles; and
  - f. have piping, connections and/or wiring that are contained within the attic and not on the exterior of the home; and
  - g. be located in a position on the roof which is designated by the Association or an alternate location which increases the estimated annual energy production of the Device by more than ten percent (10%), as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory ([www.nrel.gov](http://www.nrel.gov)) or equivalent entity, over the estimated annual energy production of the Device if it was located in an area designated by the Association.
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the fence line. If the fence is not a solid fence which blocks view of the Device, the ACC may require that the Device be placed in a location behind a structure or otherwise require visual screening. The ACC may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with the manufacturer's instructions and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law. Without limitation, all individuals installing a Device must be working under the supervision of a Licensed Master Electrician.
8. A property owner may not install or maintain a Device that, as adjudicated by a court, either:
- a. threatens the public health or safety; or
  - b. violates any law.
9. A property owner may not install or maintain a Device that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. For these purposes the written approval of the proposed placement of the Device by all property owners of adjoining property constitutes prima facie evidence that such condition does not exist.
10. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

The Guidelines are effective upon recordation in the Official Public Records of Tarrant County, Texas, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Texas Property Code Section 202.010 and/or by these Guidelines, all other provisions contained in the Declaration or any other dedicatory instruments of the Association shall remain in full force and effect.

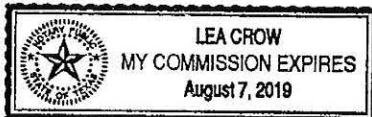
MIRA VISTA HOMEOWNERS  
ASSOCIATION, INC.

By: Elizabeth J. Kehoe  
Name: Elizabeth J. Kehoe  
Title: President

Date: October 28, 2015

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

This instrument was acknowledged on October 28, 2015, by Elizabeth J. Kehoe, the President of Mira Vista Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Lea Crow  
Notary Public, State of Texas

Lea Crow  
Printed Name

My commission expires: 8-17-19

AFTER RECORDING RETURN TO:

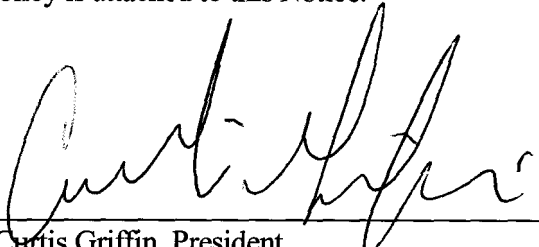
Mira Vista Homeowner's Assoc.  
6610 Bryant Irvin Rd #300  
Ft Worth TX 76132

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOTICE OF BUILDER FINE POLICY FOR MIRA VISTA**

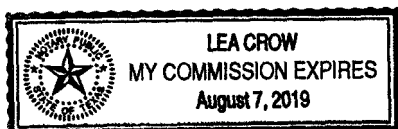
This Notice of Builder Fine Policy for Mira Vista is being recorded at the direction of the Board of Directors of the Mira Vista Homeowners Association, Inc., a Texas corporation, pursuant to the authority granted by the Declaration of Covenants, Conditions and Restrictions for Mira Vista, dated as of September 21, 1987, and recorded in Volume 9074, Page 1082 *et seq.*, of the Real Property Records of Tarrant County, Texas. The Builder Fine Policy is attached to this Notice.

Executed this 29 day of September 2017.

  
Curtis Griffin, President

THE STATE OF TEXAS       §  
                                          §  
COUNTY OF TARRANT     §

This instrument was acknowledged before me on the 29 day of September 2017, by Curtis Griffin, as President of the Mira Vista Homeowners Association, Inc., a Texas corporation, on behalf of said corporation.



  
Notary Public in and for the State of Texas

**Mira Vista Homeowners Association  
Builder Fine Policy**

The purpose of this policy is to provide a means of compliance with the Mira Vista Design Guidelines and the Construction Rules.

1. All citations are due within 30 days. If payment is not received within 30 days, then the citations are considered delinquent, and a \$25.00 late fee per month will be added for each unpaid individual citation.
2. If a builder reaches an amount of \$500.00 in delinquent citations, a written notice will be mailed to the builder and the homeowner copied.
3. Failure of an approved builder to timely pay any such delinquent fines can result in any of the following:
  - a. Plans submitted to the Architectural Control Committee will be put on hold for review;
  - b. Any requests or submittals to the Architectural Control Committee will be put on hold for approval;
  - c. the jobsite(s) being shut down; and
  - d. suspension of a builder's approved status.
4. If this is a repeated behavior of any approved builder, the Architectural Control Committee may request that a deposit be made for future citations.

Adopted by the Board of Directors of the Mira Vista Homeowners Association effective on the 8th day of August 2017.



MARY LOUISE NICHOLSON  
COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

MIRA VISTA HOMEOWNERS ASSOCIATION INC  
6610 BRYANT IRVIN ROAD STE 300  
FT WORTH, TX 76132

Submitter: MIRA VISTA HOMEOWNERS  
ASSOCIATION INC

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 10/14/2019 12:28  
PM

Instrument #: D219234433

OPR 9 PGS \$47.00

By: Mary Louise Nicholson

D219234433

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



8  
\$47.00

**GOVERNING DOCUMENTS ENFORCEMENT AND FINE POLICY**  
*for*  
**MIRA VISTA HOMEOWNERS ASSOCIATION, INC.**

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THE STATE OF TEXAS     §  
                                      §  
COUNTY OF TARRANT   §

I, Mark Daniel, Secretary of the Mira Vista Homeowners Association, Inc. (the “**Association**”), certify that at a meeting of the Board of Directors of the Association duly called and held on the 10th day of September, 2019, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Governing Documents Enforcement and Fine Policy was approved by not less than a majority of the Board members in attendance.

**RECITALS:**

1. Article 12, Section 12.06, of the Declaration of Covenants, Conditions and Restrictions for Mira Vista (the “**Declaration**”) recorded in the Official Public Records of Real Property of Tarrant County, Texas on September 21, 1987 in Volume 9074, Page 1082, and amendments thereto, grants to the Association the power and authority to enforce all covenants, conditions and restrictions set forth in the Declaration.

2. Section 209.006 of the Texas Property Code sets forth notice requirements prior to the commencement of enforcement action, including the imposition of fines.

3. The Board of Directors desires to adopt a policy relating to the enforcement of the Declaration and the Articles of Incorporation, Bylaws, Rules and Regulations and Policies of the Association consistent with Section 209.006 of the Texas Property Code and applicable provisions in the Declaration.

**WITNESSETH:**

It is the policy of the Association to enforce its governing documents as provided below.

**Section 1.     Definitions.**

Capitalized terms used in this policy have the following meanings:

- 1.1.     **Association** – Mira Vista Homeowners Association, Inc.
- 1.2.     **Board or Board of Directors** – The Board of Directors of the Association.



- 1.3. **Declaration** – The Declaration of Covenants, Conditions and Restrictions for the Mira Vista subdivision.
- 1.4. **Governing Documents** – The Declaration, the Articles of Incorporation and Bylaws of the Association, Rules and Regulations and Policies of the Association adopted by the Board and recorded in the Official Public Records of Real Property of Tarrant County, Texas.

Other capitalized terms used in this policy have the same meanings as that ascribed to them in the Declaration.

**Section 2. Types of Violations.** Section 209.006 of the Texas Property Code refers to curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below.

2.1. **Curable Violations** – By way of example and not in limitation, the Texas Property Code lists the following as examples of curable violations:

- a. a parking violation;
- b. a maintenance violation;
- c. the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- d. an ongoing noise violation such as a barking dog.

2.2. **Uncurable Violation** – A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. By way of example and not in limitation, the Texas Property Code lists the following as examples of uncurable violations:

- a. an act constituting a threat to health or safety;
- b. discharging fireworks;
- c. a noise violation that is not ongoing; and
- d. holding a garage sale or other event prohibited by the Governing Documents.

2.3. **Violation that is a Threat to Public Health or Safety** – Per the Texas Property Code, a violation that could materially affect the physical health or safety of an ordinary resident.

As provided in this policy, there are two (2) enforcement procedures to be followed depending upon whether the violation is curable *and* does not pose a threat to public health or safety or whether the violation is uncurable *and/or* poses a threat to public health or safety. If there is reasonable uncertainty as to whether a violation is curable or uncurable or a threat to public health or safety, the Board has the authority to make the determination and, therefore, to decide which enforcement procedure will be followed. Provided that, this policy shall not be construed to impose an obligation on the Board to pursue enforcement action with respect to a violation or alleged

violation if the Board, in its reasonable good faith judgment, decides that enforcement action is not warranted or necessary.

**Section 3. Enforcement – Curable Violations That Do Not Pose a Threat to Public Health or Safety.** If a violation is curable and does not pose a threat to public health or safety, the Owner will be given a reasonable period to cure the violation, as provided below. The time period given to an Owner may vary depending upon the violation and the difficulty involved or the effort required to cure the violation. The Board of Directors may, but shall not be obligated to, consider any special circumstance relating to the violation and the cost to cure the violation. The enforcement procedure for this type of violation is as follows:

3.1. **Courtesy Letter** – Upon verification of a violation, a courtesy letter may be sent to the Owner describing the violation and requesting that the Owner cure the violation within a stated time period. The Association is not required to send a courtesy letter.

3.2. **Violation Letter** – After the expiration of the time set forth in the courtesy letter, if a courtesy letter is sent, a violation letter may be sent to the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the violation letter may be the first letter sent to the Owner. The Association is not required to send a violation letter. If sent, the violation letter will include:

- a. a description of the violation;
- b. the action required to correct the violation;
- c. the time by which the violation must be corrected; and
- d. notice that if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction, a fine may be imposed.

3.3. **Demand Letter** – Either upon initial verification of a violation, or after the expiration of the time period stated in the courtesy letter and/or violation letter, if sent, a demand letter may be sent to the Owner. The demand letter will be sent by certified mail. The demand letter may also be sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter shall be sent to the Owner's last known address as shown in the records of the Association, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the demand letter may be the first letter sent (rather than a courtesy letter and/or a violation letter), as determined by the Board in its sole discretion.

3.4. **Content of the Demand Letter** – The demand letter will include the following:

- a. a description of the violation that is the basis for the suspension action, charge, or fine and any amount due the Association;

- b. notice that the Owner is entitled to a reasonable period to cure the violation and avoid the suspension, charge or fine;
- c. a specific date, which must be a reasonable period, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine may not be assessed for the violation;
- d. a notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30<sup>th</sup> day after the date the notice was mailed to the Owner; and
- e. notice that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty.

3.5. **Hearing Requested** – If a hearing is properly requested by the Owner, the hearing shall be held not later than the 30<sup>th</sup> day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10<sup>th</sup> day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

3.6. **Hearing Not Requested** – If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter. Fines, suspension of right to use Common Areas, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day time frame provided to the Owner to request a hearing.

3.7. **Remedies** – The Owner shall be liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, if a hearing is not requested, after the date by which the Owner must request a hearing. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Common Area may be suspended.

In addition to charging fines, the Association reserves the right under the Governing Documents and under Texas law to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records if the violation is not cured within the specified time frame.

**Section 4. Enforcement – Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety.**

Upon initial verification of an uncurable violation and/or threat to public health or safety, a demand letter may be sent to the Owner. The demand letter will be sent by certified mail. The demand letter may also be sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter shall be sent to the Owner's last known address as shown in the Association's records, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner.

4.1. **Content of the Demand Letter** – The demand letter will include the following:

- a. a description of the violation that is the basis for the suspension action, charge, or fine and any amount due the Association;
- b. notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30<sup>th</sup> day after the date the notice was mailed to the Owner; and
- c. notice that Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty;

4.2. **Hearing Requested** – If a hearing is properly requested by the Owner, the hearing shall be held not later than the 30<sup>th</sup> day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10<sup>th</sup> day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

4.3. **Remedies** – Regardless of whether the Owner chooses to request a hearing, fines, suspension of right to use the Common Area, and other remedies available to the Association may be implemented after mailing the demand letter. The Owner shall be liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Common Area may be suspended.

In addition to charging fines, the Association reserves the right under the Governing Documents and under Texas law, to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records should the violation not be cured within the specified time frame.

**Section 5. Subsequent Violation.** If an Owner has been given notice in accordance with Section 3 or Section 4 of this policy in the preceding six (6) month period, notice is not required for the recurrence of the same or similar violation. The Association may impose fines or suspend the Owner's right to use Common Area without first sending another demand for compliance.

**Section 6. Owner's Liability.** An Owner is liable for fines levied by the Association for violations of the Governing Documents by the Owner and the relatives, guests, employee, residents, and agents of the Owner and residents. Regardless of who commits the violation, the Association, may direct all communications regarding the violation to the Owner.

**Section 7. Fines.** Subject to the notice provisions set forth in Section 3 and Section 4 of this policy, as applicable, the Association may impose fines against an Owner as a result of a violation.

**7.1 Due Date.** Fine and/or damage charges are due immediately if the violation is incurable or poses a threat to public health or safety. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the First Violation notice ends and the Owner does not attempt to cure the violation or the attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

**7.2 Lien Created.** The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in *Section 12.06* of the Declaration and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 12.06* of the Declaration.

**7.3** The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Restrictions. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

## SCHEDULE OF FINES

### FINES ‡:

|                                                                                    |                                                                                                                                                        |
|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>New Violation:<br/>Notice of Violation</b>                                      | <b>Fine Amount:</b><br><b>\$50.00 (if a curable violation, may be avoided if Owner cures the violation by the time specified in the notice)</b>        |
| <b>Repeat Violation or Risk to Public Health or Safety or Uncurable Violation:</b> | <b>Fine Amount:</b><br><b>1st Notice    \$75.00</b><br><b>2nd Notice    \$150.00</b><br><b>3rd Notice    \$300.00</b><br><b>4th Notice    \$500.00</b> |
| <b>Continuous Violation:<br/>Continuous Violation Notice</b>                       | <b>Amount varies and may be recurring</b>                                                                                                              |

‡ The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation.

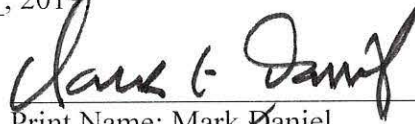
**Section 8. Policy Controls.** To the extent any term of this Policy conflicts with any other policy or rule adopted by the Association pursuant to the Governing Documents, the terms of this Policy control.



**CERTIFICATION**

I hereby certify that, as Secretary of the Mira Vista Homeowners Association, Inc., the foregoing Governing Document Enforcement Policy was approved on the 10th day of September, 2019, at a meeting of the Board of Directors at which a quorum was present.

DATED this the 13 day of SEPTEMBER, 2019



Print Name: Mark Daniel

Title: Secretary

STATE OF TEXAS

§

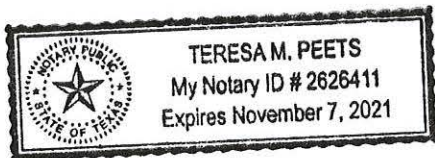
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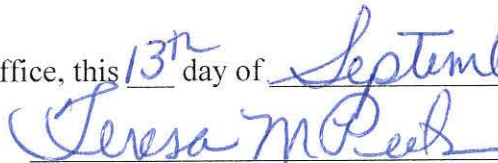
COUNTY OF TARRANT

§

BEFORE ME, on this day personally appeared MARK G. DANIEL the Secretary of the Mira Vista Homeowners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 13<sup>th</sup> day of September, 2019.





Notary Public – State of Texas

After Recording Return To:

Clayton Hearn

Roberts Markel Weinberg Butler Hailey PC

5307 E. Mockingbird Lane, Suite 685

Dallas, Texas 75206



MARY LOUISE NICHOLSON  
COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

MIRA VISTA HOMEOWNERS ASSOCIATION INC  
6610 BRYANT IRVIN ROAD STE 300  
FT WORTH, TX 76132

Submitter: MIRA VISTA HOMEOWNERS  
ASSOCIATION INC

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 10/14/2019 12:28  
PM

Instrument #: D219234431

OPR 4 PGS \$27.00

By: Mary Louise Nicholson

D219234431

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



3

## REVISED RENTAL POLICY FOR MVHOA

After the effective date of this Policy, Mira Vista intends to regulate rentals of homes within the community to ensure that every Tenant complies fully with the Mira Vista Governing Documents and acts in a manner consistent with them while renting a home in our community. Hereinafter, the term "Third Party" shall mean any person who is not an Owner.

1. **Existing Leases.** Any Owner who has leased the Owner's residential structure as of the effective date of this Amendment may continue the existing Lease until the Lease has terminated or the residential structure is sold or conveyed to a Third Party. Copies of all existing Leases must be submitted to the MVHOA Board no later than twenty (20) days after the effective date of this Policy Amendment. Sensitive personal information such as social security numbers, driver's license numbers, government issued identification numbers, or account, credit card or debit card numbers may be redacted from any Leases. If any Lease in existence as of the effective date of this Amendment is being extended, the MVHOA Board must be notified no less than thirty (7) days prior to extending the Lease.
2. **New Leases.** No Owner shall lease less than an entire residential structure and not more than one family shall reside in any one residential structure. No residential structure shall be leased for hotel or transient purposes and no lease or other rental agreement (a "Lease Agreement") shall be made for a period of less than twelve (12) months.

All Lease Agreements shall expressly state that they are subject to the provisions of all MVHOA Policies, the Bylaws of the MVHOA and all Rules and Regulations of the MVHOA, as adopted from time to time and publicly available on the Mira Vista website (collectively the "Governing Documents"), and that any failure by the Tenant to comply with any provision of the Governing Documents or this Policy Statement shall constitute default under the Lease Agreement. However, the failure of any Lease Agreement to contain such a provision shall not excuse any person from complying with the Governing Documents or this Policy Statement. No Lease Agreement shall release or otherwise relieve an Owner from the obligation to pay dues and regular or special assessments to the MVHOA, regardless of whether the

obligation to pay assessments has been assumed by the Tenant in the Lease Agreement.

All Owners must provide copies of any Lease Agreement to the Board of the MVHOA and the email address and cellular phone number of the head of the household for any Lessee or Tenant. Sensitive personal information such as social security numbers, driver's license numbers, government issued identification numbers, or account, credit card or debit card numbers may be redacted from any Leases.

All Owners must notify the MVHOA Board in writing not less than thirty (7) days prior to the date that a Lease Agreement is renewed, extended or terminated. All Owners must notify the MVHOA Board in writing not less than twenty (20) days following the effective date of any amendments, modifications or other changes to their Lease Agreement, and provide copies thereof to the Board.

3. **Standards and Requirements for Leased Properties.**

- A. All MVHOA homeowners' dues, fines and assessments for the proposed rental property shall be current prior to the approval of any lease by the MVHOA Board of Directors.
- B. Any premises proposed to be leased shall have landscape maintained and watered regularly. The application for approval to the MVHOA Board of Directors shall include a representation that a professional landscape company has been hired to provide regular mowing and landscape maintenance. Said vendor shall be permitted to access and program a sprinkler system on the premises to provide regular and sufficient irrigation for the lawn and landscape.

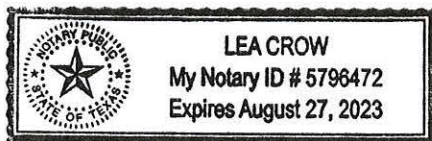
4. **Security Deposit.** The MVHOA shall require payment to MVHOA of a reasonable security deposit by any Owner leasing a residential structure in an amount of \$1,000.00 (the "Security Deposit"). The security deposit shall be forfeited if any tenant or owner fails to comply with the provisions of this Policy. The Board may offset from the security deposit the reasonable cost of any mowing or landscaping not performed by the lessee or owner after delivering to the owner a written notice

of the owner's failure to satisfy its mowing or landscaping obligations and the continuance of such failure for a period of ten (10) days. The security deposit balance shall be returned to the owner within forty-five (45) days after written notice is delivered to the Board of Directors of MVHOA that the Lease has expired.

5. **For Rent or For Lease Signs.** A single uniform "for rent" or "for lease" sign will be allowed in the front yard only of any residential structure proposed to be leased and may not be larger than four square feet.
6. **Rules and Regulations.** Tenants are subject to the same Rules and Regulations as Members/Owners. However, the Owner will be financially liable for any violation by the Tenant of any provision of the Governing Documents.
7. **Tenant Vehicles.** The Board will authorize the issuance of a temporary rental sticker for each of the Tenant's vehicles and allow the Tenant and members of the Tenant's household access to the Subdivision. No Tenant vehicle shall be parked on streets overnight.
8. **Notice.** Any Owner renting a residential structure shall provide a copy of this policy to their Tenant and a signed copy reflecting acknowledgement, receipt and compliance with the Policy shall be provided to the MVHOA prior to Tenant occupancy.
9. **Effective Date.** This Policy is effective as of July 16, 2019.

  
Mark G. Daniel, Secretary  
Mira Vista Homeowners Association

SWORN TO AND SUBSCRIBED BEFORE ME this 18 day of September, 2019



  
Notary Public, State of Texas  
Commission Exp.: 8-27-23



D222232981

09/22/2022 12:00 PM

Page: 1 of 4

Fees: \$27.00

NOTICE

SUBMITTER: MIRA VISTA HOMEOWNERS ASSOCIATION INC

## DISPLAY OF RELIGIOUS ITEMS POLICY

for

MIRA VISTA HOMEOWNERS ASSOCIATION, INC.

*Mary Louise Nicholson*  
 MARY LOUISE NICHOLSON  
 COUNTY CLERK

STATE OF TEXAS §

§

COUNTY OF TARRANT §

I, John Barrett, Secretary of Mira Vista Homeowners Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 12 day of September, 2022, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Display of Religious Items Policy was duly approved by a majority vote of the members of the Board:

## RECITALS:

1. The property encumbered by this Display of Religious Items Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions for Mira Vista, recorded in the Official Public Records of Real Property of Tarrant County, Texas under County Clerk's File Volume No. 9074, Page 1082, et seq., as same has been or may be amended from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Section 202.018 of the Texas Property Code (the "Code") gives owners and residents certain statutory rights to install religious items subject to the right of the Association to adopt certain rules and regulations regulating the religious items and placement.

3. The Board of Directors of the Association desires to adopt a display of religious items policy consistent with the provisions of Section 202.018 of the Code.

4. This Display of Religious Items Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

## POLICY:

Owners and residents are generally permitted to display or affix one or more religious items on the owner's or resident's property or dwelling, the display of which is motivated by the owner's or resident's sincere religious belief.

Architectural Control Committee Application Required. Before a religious display contemplated by the Code is displayed or affixed on an owner's or resident's property, an Architectural Control Committee ("Committee") application must be submitted to the Association

and approved in writing in accordance with the Declaration. The following information must be included with the application:

- a. Type and description of religious display;
- b. Site plan indicating the location of the proposed religious display with respect to any applicable building line, right-of-way, setback or easement on the owner's or resident's property.

Notwithstanding the foregoing, the following displays shall not require Committee approval. All other religious displays shall require Committee approval as set forth above.

- a. One or more religious items displayed or affixed on the entry of an owner's or resident's dwelling, not exceeding twenty-five (25) square inches, shall not require Committee approval.
- b. Seasonal holiday decorations which are temporary and commonly associated with a seasonal holiday may be displayed no more than sixty (60) days before and thirty (30) days after the seasonal holiday in question. The Board has the sole discretion to determine what constitutes a seasonal holiday decoration. Should an owner or resident desire to permanently display a religious display, a Committee application is required as set forth above.

The display or affixing of a religious item on the owner's or resident's property or dwelling is prohibited under the following circumstances:

1. The item threatens the public health or safety;
2. The item violates a law other than a law prohibiting the display of religious speech;
3. The item contains language, graphics or any display that is patently offensive to a passerby for reasons other than its religious content;
4. The item is installed on property:
  - a. owned or maintained by the Association; or
  - b. owned in common by members of the Association.
5. The item violates any building line, right-of-way, setback or easement that applies to the religious item pursuant to a law or the Association's dedicatory instruments; or
6. The item is attached to a traffic control device, street lamp, fire hydrant or utility sign, pole or fixture.



Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Display of Religious Items Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Tarrant County, Texas.

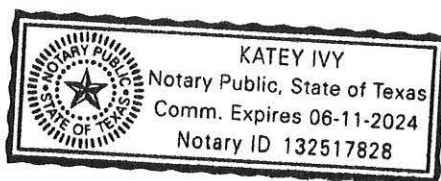
TO CERTIFY which witness my hand this the 14 day of September, 2022.

MIRA VISTA HOMEOWNERS ASSOCIATION, INC.

By: [Signature]  
Printed: John I. Jarrett  
Its: Secretary

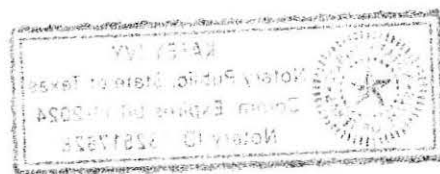
THE STATE OF TEXAS     §  
                                     §  
COUNTY OF Tarrant     §

BEFORE ME, the undersigned notary public, on this 14 day of September, 2022, personally appeared John Jarrett, Secretary of Mira Vista Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



[Signature]  
Notary Public in and for the State of Texas

*[Faint handwritten text]*



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS OF  
TARRANT COUNTY, TEXAS  
09/22/2022 12:00 PM

D222232981  
NOTICE  
Pages: 4  
Fees: \$27.00

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK



D222232985

09/22/2022 12:00 PM

Page: 1 of 9

Fees: \$47.00

NOTICE

SUBMITTER: MIRA VISTA HOMEOWNERS ASSOCIATION INC

AMENDED AND RESTATED  
COLLECTION AND PAYMENT PLAN POLICY

for

MIRA VISTA HOMEOWNERS ASSOCIATION, INC.

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF TARRANT   §

**I.     PURPOSE**

The purpose of this Amended and Restated Collection and Payment Plan Policy (the "Policy") is to establish a systematic procedure for (a) the collection of Assessments and other charges of the Mira Vista Homeowners Association, Inc. (the "Association") and (b) for the purpose of identifying the guidelines under which Owners may request an alternative payment schedule for certain Assessments. The Board of Directors of the Association (the "Board") has determined that it is in the best interest of the Association to establish this Policy for property subject to its jurisdiction.

**II.    APPLICABILITY AND AUTHORITY**

The property encumbered by this Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions for Mira Vista recorded in the Official Public Records of Real Property of Tarrant County, Texas under County Clerk's File Volume No. 9074, Page 1082, et seq., as same has been or may be amended from time to time (the "Declaration"), and any other property which has been or may be subsequently annexed into Mira Vista and made subject to the authority of the Association.

The capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy, which definitions and interpretation provision are incorporated in this Policy by this reference.

The Board is authorized by the Dedicatory Instruments to adopt rules and policies pertaining to the governance of the Association.

The Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the property. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy or Guidelines that addresses the subjects contained in this Policy.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

*Amended and Restated Collection and Payment Plan Policy for Mira Vista Homeowners Association, Inc.*

*Page 1 of 8*



### III. COLLECTION AND PAYMENT PLAN POLICY

#### A. Collection Policy

##### 1. ASSESSMENT PERIOD

The Board has the duty of establishing and adopting an annual budget, in advance, for each fiscal year of the Association covering the estimated costs of operation of the Association during each year.

##### 2. NOTICE

The Board must fix the amount of the annual Assessment against each Lot for the following year and must, at that time, prepare a roster of the Lots and Assessments applicable thereto, which roster will be kept in the office of the Association and made open to inspection by any Owner. Upon completion of the roster, written notice of the Assessment due may be sent to every Owner subject to the Assessment. An Owner may not escape liability or be entitled to a deferral of interest, fines, or collection costs with regard to delinquent Assessments on the basis of such Owner's failure to receive notice if such notice was sent via regular mail or via certified mail return receipt requested to the most recent address of the Owner according to the records of Association. Each Owner has the obligation to notify the Association in writing of any change in address, which change becomes effective 5 days after written notice has been received.

##### 3. DUE DATE

All assessments are due and payable on a quarterly basis (January 1, April 1, July 1 and October 1), as determined by a majority of the Board for that Assessment year. If any Assessment due the Association is not paid on the date when due, then such Assessment will become delinquent 30 days after the due date. All fines assessed by the Association are due on the 30<sup>th</sup> day following issuance of such fine. Charges disputed by an Owner are considered delinquent until such time as they are paid in full.

Payments received after the due date are considered delinquent and the entire amount due may be transferred to a Payment Plan as set forth in Section B of this Policy.

##### 4. INTEREST

If the Assessment is not paid within fifteen (15) days after the due date, the Assessment will bear interest from the due date at a rate of eighteen percent (18%) per annum or such other rate as the Board may establish, with such rate not to exceed the maximum rate allowed by law.

##### 5. LATE CHARGE; MANAGING AGENT FEE

Any Assessment that remains delinquent for a period of more than thirty (30) days from the due date will result in the imposition of a late charge in the amount of twenty-five and 00/100

(\$25.00) per month. Additionally, the Association's Managing Agent shall be entitled to charge an Owner a monthly collection fee to compensate Managing Agent for its administrative costs and efforts to collect and process the late payments of Assessments. The amount of late charges and service charges may be adjusted from time to time by the Board.

6. COST RECOVERY

As provided in the Declaration, each Assessment, together with interest, late charges, collection fees, service charges and reasonable attorneys fees assessed or incurred due to late payment of Assessments shall be charged to an Owner's Assessment account, which is secured by a continuing lien upon each Lot and is the personal obligation of the Owner. All costs of collection, expenses and fees charged to, or paid by, the Association collecting, or attempting to collect, Assessments will be assessed against the Lot and become the personal obligation of the Owner as and when incurred. Cost of collection shall include, but not be limited to charges imposed by the Association to sending collection notices/letters, charges imposed by the Association's Managing Agent for sending collection notices/letters and attorneys' fees.

7. DELINQUENCY NOTIFICATION

The Association may cause to be sent one or more of the following notification(s) to delinquent Owners:

a. REMINDER NOTICE: In the event that an Assessment account balance remains unpaid after the due date (or there is a default on a Payment Plan entered into prior to the Reminder Notice), a Reminder Notice may be sent via regular mail to each Owner with a delinquent account setting forth all Assessments, interest, and other amounts due, including any late fees that may be charged by the Association and Managing Agent monthly collection fees to compensate Managing Agent for its administrative costs and efforts to collect and process the late payment of Assessments. The amount of late charges and service charges may be adjusted from time to time by the Board. The Reminder Notice will contain a statement that the entire remaining unpaid balance of the Assessment is due, including any previously imposed late fees, and that the Owner is entitled to a Payment Plan as set forth in Section B of this Policy. In the event an Owner chooses to enter a Payment Plan, a monthly charge may be added to each delinquent Owner's account balance for administrative costs related to the Payment Plan, and such additional administrative costs will continue until the entire balance is paid in full.

b. NOTICE OF DEFAULT: In the event an Assessment account balance remains unpaid after the due date (or there is a default on a Payment Plan entered into prior to the Notice of Default), a Notice of Default may be sent via certified mail to each delinquent Owner. The Notice of Default may also be sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier to the Owner's last known address as shown on the Association's records, as well as by any other method that the Board determines that the Notice of

Default may be received by the Owner. The Notice of Default must set forth the following information and the result of failure to pay, including an explanation of:

- 1) Amounts Due: All delinquent Assessments, interest, and other amounts due, including any late fees that may be charged by the Association, and the total amount of the payment required to make the account current;
- 2) Options: If the Owner has a right to a Payment Plan, as set forth below, the options the Owner has to avoid having the account turned over to a collection agent or legal counsel, including information regarding availability of a Payment Plan through the Association;
- 3) Period to Cure: A period of at least forty-five (45) days for the Owner to cure the delinquency before further collection action is taken;
- 4) Hearing: Owners must be given notice and an opportunity for a hearing before the Board. A hearing must be granted if a written request for a hearing is received by the Association not more than forty-five (45) days from the date the Notice of Default is mailed to the Owner.

If a hearing is requested within forty-five (45) days from the date the Notice of Default is mailed to the Owner, further collection procedures are suspended until the hearing process is completed and the period to cure has expired;

- 5) Payment Plan: The Notice of Default must contain a statement that the entire remaining unpaid balance of the Assessment, including any previously imposed late fees, is due and that the Owner is entitled to a Payment Plan as set forth in Section B of this Policy. In the event an Owner chooses to enter into a Payment Plan, a monthly charge may be added to each delinquent Owner's account balance for administrative costs related to the Payment Plan, and such additional administrative costs will continue until the entire balance is paid in full;
- 6) Common Area Rights Suspension: If a hearing is not requested within forty-five (45) days from the date the Notice of Default is mailed to the Owner, the Owner's use of recreational facilities and common properties may be suspended once the Owner's period to cure has expired, including (a) suspension of the rights of the delinquent Owner and Owner's family, guests, lessees and invitees to use the Common Area facilities during the period of delinquency; (b) denial of access to Mira Vista guests, lessees or invitees unless escorted by delinquent Owner from the gate entrance to the Owner's Lot; and (c)

denial of access to Mira Vista by the delinquent Owner and residents of his or her household through the residents' or members' gate entrance. Access to Mira Vista would require the delinquent Owner and all residents of his or her household to access the Mira Vista property through the guest entrance access gate; and

- 7) Military Notice: If the Owner is serving on active military duty, the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act.

c. TURNOVER TO COLLECTION AGENT/ATTORNEY: If a Notice of Default is sent to an Owner and a hearing is not requested within thirty (30) days from the date the Notice of Default is mailed to the Owner, member privileges may be suspended. If the forty-five (45) day timeline for the Owner to cure the delinquency before further collection action is taken lapses without payment, the account may be sent to a collection agent or the Association's attorney for collection, and any fees and expenses may be charged to the Owner's Assessment account once the Owner's period to cure has expired.

8. BANKRUPTCIES

Upon receipt of any notice of a bankruptcy of an Owner, the account may be turned over to the Association's attorney so that the Association's interests may be protected.

9. REQUIRED ACTION

Nothing contained in this Policy, not otherwise required by the Declaration or by law, requires the Association to take any of the specific actions contained in this Policy. The Board has the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as it, in its best judgment, deems reasonable.

10. PAYMENTS RETURNED NON-SUFFICIENT FUNDS

An Owner will be assessed a service charge for any check that is returned or Automatic Clearing House (ACH) debit that is not paid for any reason, including, but not limited to, Non-Sufficient Funds (NSF) or stop payment order (the "**Unpaid Amounts**"). The amount of the service charge assessed by the Association is equal to the amount charged by the financial institution related to any such Unpaid Amounts plus any administrative costs incurred by the Association as a result of such Unpaid Amounts.

B. Payment Plan

The Association establishes a Payment Plan schedule by which an Owner may make partial payments to the Association for delinquent Assessments, or any other amount owed to the Association, without accruing additional monetary penalties. Monetary penalties do not include

interest or reasonable costs associated with administering the Payment Plan. Any late fees imposed prior to a request for a Payment Plan may be made part of such Payment Plan at the discretion of the Board. The Payment Plan Schedule is as follows:

1. The term for the Payment Plan is determined at the discretion of the Board but must be no less than three (3) months and a maximum of six (6) months;
2. The Owner is obligated to execute a payment plan agreement ("Payment Plan Agreement") which sets forth the total amount to be paid, the term of the payment plan, the due date for and amount of each payment and the address to which payments are to be mailed or delivered. A Payment Plan is not effective until the Owner executes the required Payment Plan Agreement;
3. There will be a grace period of three (3) business days from the due date for a payment. If a payment is not received at the address set forth in the Payment Plan Agreement by the close of business on the third (3<sup>rd</sup>) business day following the date on which the payment is due, the Owner will be deemed to be in default of the Payment Plan Agreement;
4. The Association may add to the delinquent Assessments and other amounts owed to the Association to be paid in accordance with the Payment Plan Agreement reasonable costs for administering the Payment Plan, as follows: A reasonable fee for the preparation of a Payment Plan Agreement and a reasonable fee for receiving, monitoring, documenting and processing each payment. The amounts determined by the Board to be charged for the preparation of a Payment Plan Agreement and processing payments must be uniform as to all Owners who enter into a Payment Plan. During the term of the Payment Plan, interest at the rate provided in the Declaration<sup>1</sup> will continue to accrue on delinquent Assessments.
5. A Payment Plan may require equal monthly payments based on the number of months for such Payment Plan, with each payment due on the first day of each month;
6. Failure to pay the first monthly payment of the delinquent amount is considered a default of the Payment Plan;
7. An Owner, upon written request, may request a longer period of time;
8. The Association is not required to enter into a Payment Plan with an Owner who failed to honor the terms of a previous Payment Plan during the two (2) years following the Owner's default under a previous Payment Plan;

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<sup>1</sup> The Declaration of Covenants, Conditions and Restrictions for the Mira Vista subdivision was recorded in the Official Public Records of Real Property of Tarrant County, Texas on September 21, 1987 in Volume 9074, Page 1082, and all subsequent amendments and additions thereto.



9. If an Owner requests a Payment Plan that extends into the next Assessment cycle, the Owner is required to pay future Assessments by the due date in addition to the payments specified in the Payment Plan;
10. The Association is not required to offer a Payment Plan to an Owner after the forty-five (45) day period to cure the delinquency has expired;
11. The Association is not required to allow an Owner to enter into a Payment Plan more than once in any twelve (12) month period; and
12. Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect delinquent Assessments owed to the Association by action at law, including foreclosure on the property.

**C. Application of Payments**

1. Except as provided in subsection 2 immediately below, a payment received by the Association must be applied in the following order of priority:
  - a. Any delinquent Assessment;
  - b. Any current Assessment;
  - c. Reasonable attorney's fees or reasonable third-party collection costs incurred by the Association associated solely with Assessments or other charges that can be the basis of foreclosure;
  - d. Reasonable attorney's fees not subject to "6" above;
  - e. Reasonable fines; and
  - f. Any other reasonable amount owed to the Association.
2. If/when an Owner defaults on a Payment Plan, the Payment Plan Agreement will automatically become void, and the remaining delinquent amount will become due in full and the Association may begin further collection action as set out above. The Association may notify the Owner that the Payment Plan Agreement is void as a result of the Owner's default, but notice to the Owner is not a prerequisite for the Payment Plan Agreement to become void. Any payment(s) received by the Association after such default of a Payment Plan will not reinstate the Payment Plan Agreement, and will be applied in the following order of priority:
  - a. Reasonable costs;
  - b. Reasonable attorney's fees;
  - c. Interest;

- d. Late fees;
- e. Delinquent Assessments;
- f. Current Assessments; and
- g. Reasonable fines.

As to each category identified in this subsection C, payment must be applied to the most-aged charge first. The acceptance of a partial payment on an Owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on said Owner's account.

### CERTIFICATION

I certify that, as Secretary of the Mira Vista Homeowners Association, Inc., the foregoing Amended and Restated Collection and Payment Plan Policy was approved on the 12 day of September, 2022, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 14 day of September, 2022.

MIRA VISTA HOMEOWNERS ASSOCIATION, INC.

By: [Signature]

Print Name: John J. Jarrett

Title: Secretary

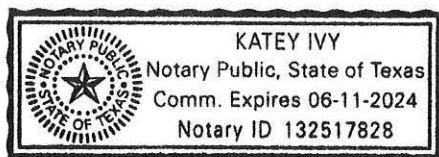
STATE OF TEXAS §

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COUNTY OF Tarrant §

BEFORE ME, on this day personally appeared John Jarrett, the Secretary of the Mira Vista Homeowners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal this the 14 day of September, 2022.

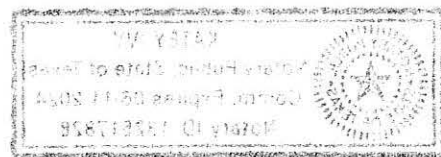


[Signature]  
Notary Public - State of Texas

*Amended and Restated Collection and Payment Plan Policy for Mira Vista Homeowners Association, Inc.*

Page 8 of 8

*Handwritten signature*



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TARRANT COUNTY, TEXAS  
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NOTICE  
Pages: 9  
Fees: \$47.00

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK



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09/22/2022 12:00 PM

Page: 1 of 6

Fees: \$35.00

NOTICE

SUBMITTER: MIRA VISTA HOMEOWNERS ASSOCIATION INC

209 HEARING POLICY

for

MIRA VISTA HOMEOWNERS ASSOCIATION, INC.

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

THE STATE OF TEXAS

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§

COUNTY OF TARRANT

§

I, John Jarrett, Secretary of Mira Vista Homeowners Association, Inc. (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly noticed, and held on the 12 day of September, 2022, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following 209 Hearing Policy (this "Policy") was approved by not less than a majority of the Board members in attendance.

**RECITALS:**

1. The property encumbered by this 209 Hearing Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions for Mira Vista, recorded in the Official Public Records of Real Property of Tarrant County, Texas under County Clerk's File Volume No. 9074, Page 1082, et seq., as same has been or may be amended from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Article XII, Section 12.05 of the Declaration grants to the Association the power and authority to enforce all covenants, conditions and restrictions set forth in the Dedicatory Instruments (as defined by the Texas Property Code).

3. Section 209.007 of the Texas Property Code ("Code") sets forth notice requirements to provide an Owner with an opportunity to cure a violation or delinquency, including providing the Owner with an opportunity to request a hearing with the Board.

4. The Board desires to adopt a procedure for conducting a hearing that is consistent with Sections 209.006 and 209.007 of the Code and applicable provisions in the Dedicatory Instruments.

5. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

**BOARD HEARING PARAMETERS**

In the event that an Owner requests a Board Hearing pursuant to the Texas Property Code and/or Association's Governing Documents Enforcement and Fining Policy or Collections Policy, the following parameters will govern the Board Hearing:

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209 Hearing Policy for Mira Vista Homeowners Association, Inc.

Page 1 of 5

**I.**  
**Definitions**

- A. "Committee" means the Association's architectural review authority, as defined by Section 209.00505 of the Code. A person may not be appointed or elected to serve on the Committee if the person is:
  - a. A current board member;
  - b. A current board member's spouse; or
  - c. A person residing in a current board member's household.
- B. "Committee Notice" means the notice of Committee denial sent to the Owner by the Association pursuant to Section III(A) of this Policy.
- C. "Board Hearing" means any hearing before the Board pursuant to this Policy.
- D. "Code" means the Texas Property Code.
- E. "Dedictory Instrument" has the meaning as defined by Section 209.002(4) of the Code.
- F. "Hearing Notice" means the notice of hearing sent to the Owner by the Association pursuant to Section II(B) of this Policy.
- G. "Hearing Packet" means the packet provided to the Owner by the Association pursuant to Section IV(B) of this Policy.

**II.**  
**Rules Applicable to All Hearings**

- A. The Board Hearing shall be held no later than the thirtieth (30<sup>th</sup>) day after the date the Board receives the Owner's request for a Board 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. Notwithstanding the foregoing, the Board Hearing may be scheduled outside of these parameters by agreement of the parties.
- B. The Board shall provide a Hearing Notice setting forth the date, time, and place of the Board Hearing, to the Owner not later than ten (10) days before the date of the Board Hearing. The Board Hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board Hearing shall be the "place" of the Board Hearing for purposes of the Notice.
- C. Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board Hearing to the Board no later than five (5) days before the Board Hearing.

- D. The Board is not required to deliberate or reach a determination during the Board Hearing. Rather, all information gleaned from the Board Hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no written communication from the Association or the managing agent within this timeframe, the violation will remain standing.
- E. The Board may set a time limit for the Board Hearing, to be determined at the Board's sole and absolute discretion, taking into account factors including but not limited to the complexity of the issues and the number of exhibits. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between: (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; (iii) the Board's finite amount of time available to consider such issues.
- F. All parties participating in the Board Hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board Hearing if the Board, in its sole and absolute discretion, determines the Board Hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board Hearing that is terminated pursuant to this Section II(F).
- G. Either party may make an audio recording of the Board Hearing.
- H. This Policy does not apply to instances where the Association files a suit seeking a temporary restraining order, or temporary injunctive relief, or files a suit that includes foreclosure as a cause of action. Further, this Policy does not apply to a temporary suspension of a person's right to use Common Areas that is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Policy.
- I. Owners are entitled to one hearing, unless the Board in its sole and absolute discretion agrees to allow additional hearings.
- J. In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

**III.**  
**Additional Rules Applicable to Hearings in**  
**Connection with Denial of a Committee Application**

- A. In accordance with Section 209.00505(d) of the Code, a decision by the Committee denying an application or request by an Owner for the construction of improvements in the subdivision may be appealed to the Board. A Committee Notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The Committee Notice must:
- a. describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
  - b. inform the Owner that the Owner may request a hearing on or before the thirtieth (30<sup>th</sup>) day after the date the notice was mailed to the Owner.
- B. During the Board Hearing, the Board (or a designated representative of the Association) and the Owner (or the Owner's designated representative) will each be provided the opportunity to verify facts and discuss the resolution of the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the Committee in the notice provided to the Owner under Section 209.004(d) of the Code.
- C. Following the Board Hearing, the Board may affirm, modify, or reverse, in whole or in part, any decision of the Committee as consistent with the Association's Dedicatory Instruments.

**IV.**  
**Additional Rules Applicable to Other Hearings**

- A. Subject to the exceptions set forth in Section II(H) of this Policy, this Section IV shall apply to Board Hearings in connection with:
- a. the levying of fines for violations of the Dedicatory Instruments;
  - b. suspension of an Owner's right to use the Common Areas;
  - c. the filing of a lawsuit against an Owner other than a suit to collect regular or special assessments or foreclosure under the Association's lien;
  - d. charging an Owner for property damage; or
  - e. reporting of any delinquency of an Owner to a credit reporting service.

- B. The Board shall include with the Notice, a Hearing Packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board Hearing.
- C. If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board Hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board Hearing.
- D. During the Board Hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing 209 Hearing Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Tarrant County, Texas.

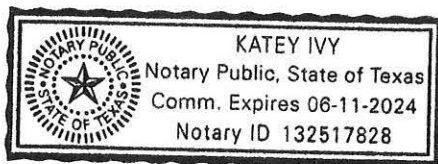
TO CERTIFY which witness my hand this the 14 day of September, 2022.

MIRA VISTA HOMEOWNERS ASSOCIATION, INC.

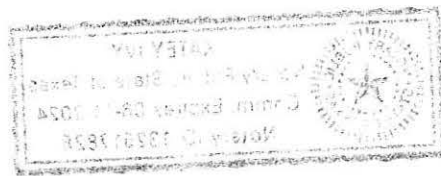
By: [Signature]  
 Printed: John F. Barrett  
 Its: Secretary

THE STATE OF TEXAS     §  
                                      §  
 COUNTY OF Tarrant     §

BEFORE ME, the undersigned notary public, on this 14 day of September, 2022 personally appeared John Barrett, Secretary of Mira Vista Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



[Signature]  
 Notary Public in and for the State of Texas



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NOTICE  
Pages: 6  
Fees: \$35.00

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK



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Page: 1 of 6

Fees: \$35.00

NOTICE

SUBMITTER: MIRA VISTA HOMEOWNERS ASSOCIATION INC

## SECURITY MEASURES POLICY

for

MIRA VISTA HOMEOWNERS ASSOCIATION, INC.

*Mary Louise Nicholson*  
 MARY LOUISE NICHOLSON  
 COUNTY CLERK

STATE OF TEXAS §

§

COUNTY OF TARRANT §

I, John Jarrett, Secretary of Mira Vista Homeowners Association, Inc. (the "Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors (the "Board") of the Association, duly called and held on the 12 day of September, 2022, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Security Measures Policy was duly approved by at least a majority vote of the members of the Board present at the meeting.

## RECITALS

1. The property encumbered by this Security Measures Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions for Mira Vista, recorded in the Official Public Records of Real Property of Tarrant County, Texas under County Clerk's File Volume No. 9074, Page 1082, et seq., as same has been or may be amended from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Article VIII, Section 8.03 of the Declaration grants the Association and Article X, Section (e) of the Declaration grants the Architectural Control Committee the power to adopt rules, regulations and/or guidelines regarding the installation of improvements on a Lot.

3. The Board has determined that, in order to provide guidance regarding security measures authorized by Texas Property Code Section 202.023, it is appropriate for the Association to adopt a Security Measures Policy for the properties under the jurisdiction of the Association.

4. This Security Measures Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

5. Any reference made herein to approval by the Committee means prior written approval by the Architectural Control Committee.

6. All capitalized terms in this Policy shall have the same meanings as that ascribed to them in the Declaration.

*Security Measures Policy for Mira Vista Homeowners Association, Inc.*

Page 1 of 5



## SECURITY MEASURES POLICY

1. **Architectural Control Committee Application Required.** Before any security measure contemplated by Section 202.023(a) of the Texas Property Code ("**Code**") is constructed or otherwise erected on a Lot, an Architectural Control Committee ("**Committee**") application must be submitted to the Association and approved in writing in accordance with the Declaration. The following information must be included with the application:

- a. Type of security measure;
- b. Location of proposed security measure;
- c. General purpose of proposed security measure; and
- d. Proposed construction plans and/or site plan.

2. **Other Applicable Requirements.** Owners are encouraged to be aware of the following issues when seeking approval for and installing a security measure:

- a. The location of property lines for the Lot. Each Owner should consider obtaining a survey before installing a security measure;
- b. Easements in the area in which the security measure is to be installed;
- c. Underground utilities in the area in which the security measure is to be installed.

The Association is not obligated to and will not review an Owner's Committee security measure application for the above-referenced issues. Owners should be aware that a security measure may have to be removed if a person or entity with superior rights to the location of a security measure objects to the placement of the security measure.

3. **Type of Fencing.** The Code authorizes the Association to regulate the type of security measure fencing that an Owner may install on a Lot.

- a. Security measure fencing generally
  - (i) Unless otherwise provided by the Association's dedicatory instruments, chain link, barbed wire, electrified and vinyl security measure fencing is expressly prohibited and will not be approved by the Committee.
  - (ii) Vines or vegetation shall be allowed to grow on security measure fencing.
- b. Security measure fencing forward of the residential structure on a Lot as depicted on the applicable Lot survey:
  - (i) Must be wrought iron fencing measuring no more than six feet (6') in height. The Committee shall have the discretion to approve any other



type of metal security measure fencing, however, the follow types of metal fencing are prohibited and will not be approved: (1) stamped metal fencing (including gates); (2) metal panel fencing; and (3) solid metal fencing. It is the intent of this Policy that all security measure fencing forward of the front building line on a Lot have the appearance of wrought iron fencing;

- (ii) Must consist of straight horizontal rails and straight vertical pickets and/or posts;
  - (iii) Must be black or any color approved by the Committee (including gates);
  - (iv) Security measure fencing pickets shall be 3/4", 4" on center with 1-1/4" top and bottom rails. All framing must be on the inside (i.e., the residence side) of the security measure fencing;
  - (v) Any driveway or pedestrian gates on security measure fencing must be of the same material as the fencing and swing inward and related fence motors/equipment must be kept screened from view with evergreen shrubs or in such other manner approved in writing by the Committee;
  - (vi) When security measure fencing meets a wood fence, the security measure fencing may not be attached to the wood fence. The security measure fencing shall be terminated with a three-inch (3") metal post (either steel, wrought iron, or aluminum) adjacent to the wood post/wood fencing; and
  - (vii) Chain link, barbed wire, electrified, vinyl and wood security measure fencing is expressly prohibited and will not be approved by the Committee.
- c. All security measure fencing must be installed per the manufacturer's specifications and all electric gates must be installed by a licensed electrician in accordance with all applicable codes and applicable governmental regulations.
- d. Placement of fencing and/or security measures of any type must comply with Texas, City of Forth Worth and/or Tarrant County Regulations and Ordinances, if any.
- e. The Committee shall have the discretion to determine any additional types of approvable or prohibited security measure fencing.

- f. If the proposed security measure fencing is located on one or more shared Lot lines with adjacent Lot(s) ("Affected Lots"), all Owners of record of the Affected Lots must sign the Committee application evidencing their consent to the security measure fencing before the requesting Owner ("Requesting Owner") submits the Committee application to the Committee. In the event that the Affected Lot Owner(s) refuse to sign the Committee application as required by this section, the Affected Lot Owner(s) and Requesting Owner hereby acknowledge and agree that the Association shall have no obligation to participate in the resolution of any resulting dispute in accordance with this Policy.

4. **Burglar Bars, Security Screens, Front Door Entryway Enclosures.** All burglar bars, security screens, and front door entryway enclosure shall be black or any color approved by the Committee. Notwithstanding the foregoing, the Committee shall have the discretion to approve another color for burglar bars, security screens and front door entry enclosure if, in the sole and absolute discretion of the Committee (subject to an appeal to the Board of Directors in the event of a Committee denial), the proposed color of the burglar bars, security screens, and front door entryway enclosures complements the exterior color of the dwelling. All burglar bars and front door entry enclosures must be comprised of straight horizontal cross-rails and straight vertical pickets.

5. **Location.** A security measure may be installed only on an Owner's Lot, and may not be located on, nor encroach on, another Lot, street right-of-way, Association Common Area, or any other property owned or maintained by the Association. No fence shall be installed in any manner that would prevent someone from accessing property that they have a right to use/access such as a sidewalk.

6. **Disputes; Disclaimer; Indemnity.** Security measures, including but not limited to, security cameras and security lights shall not be permitted to be installed in a manner that the security measure is aimed/directed at an adjacent property which would result in an invasion of privacy, or cause a nuisance to a neighboring Owner or resident. **In the event of a dispute between Owners or residents regarding security measure fencing, or a dispute between Owners or residents regarding the aim or direction of a security camera or security light, the Association shall have no obligation to participate in the resolution of the dispute. The dispute shall be resolved solely by and between the Owners or residents.**

EACH OWNER AND OCCUPANT OF A LOT WITHIN THE PROPERTY ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE COMMITTEE ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND/OR LOT THAT HAS A SECURITY MEASURE THAT HAS BEEN OR WILL BE INSTALLED PURSUANT TO THIS POLICY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE COMMITTEE, HAVE MADE NO REPRESENTATIONS OR

WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY MEASURE THAT MAY BE APPROVED BY THE COMMITTEE PURSUANT TO THIS POLICY.

OWNERS OF LOTS WITHIN THE PROPERTY HEREBY AGREE TO INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND COMMITTEE MEMBERS COMPRISING THE COMMITTEE (COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY AN OWNER OR OCCUPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO A SECURITY MEASURE GOVERNED BY THIS POLICY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Security Measures Policy was approved by not less than a majority vote of the Board as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Tarrant County, Texas.

TO CERTIFY which witness my hand this the 14 day of September, 2022.

MIRA VISTA HOMEOWNERS ASSOCIATION, INC.

By: [Signature]

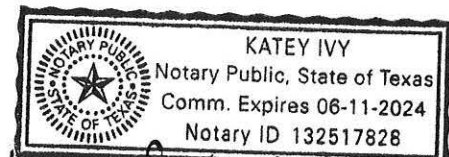
Printed: John I. Jarrett

Its: Secretary

THE STATE OF TEXAS §

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COUNTY OF Tarrant §

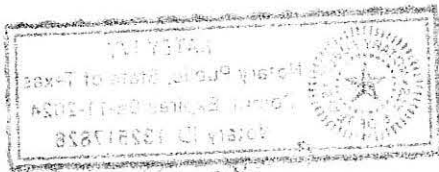


BEFORE ME, the undersigned notary public, on this 14 day of September, 2022, personally appeared John Jarrett, Secretary of Mira Vista Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

[Signature]  
Notary Public in and for the State of Texas

*Security Measures Policy for Mira Vista Homeowners Association, Inc.*

Page 5 of 5



D222232983  
NOTICE  
Pages: 6  
Fees: \$35.00

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS OF  
TARRANT COUNTY, TEXAS  
09/22/2022 12:00 PM

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK



MARY LOUISE NICHOLSON  
COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

MIRA VISTA HOMEOWNERS ASSN INC  
1800 PRESTON PARK BLVD  
STE 101  
PLANO, TX 75093

Submitter: MIRA VISTA HOMEOWNERS  
ASSN INC

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 3/16/2020 12:33 PM

Instrument #: D220061819

N 2 PGS \$19.00

By: Mary Louise Nicholson

D220061819

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

**MIRA VISTA HOMEOWNERS ASSOCIATION ANIMAL CONTROL POLICY**

It shall be the policy of the Mira Vista Homeowners Association (MVHOA) to adhere to the standards set forth in Chapter 6 of the City of Fort Worth Municipal Code entitled UNLEASHED, NUISANCE and/or BARKING ANIMALS:

Homeowners of MVHOA shall be responsible for:

A. The appropriate restraint via leash of their animals at all times.

B. Restricting pets and/or minimizing barking so as not to become a nuisance to other homeowners and/or individuals, including but not limited to the destruction of property or overturning of refuse containers. For violations of subsections A and B above, the following shall apply:

1<sup>st</sup> Violation- Written notification with a copy of this Animal Control Policy and a mandatory \$50.00 fine.

2<sup>nd</sup> Violation - Written notification and a mandatory \$75.00 fine.

3<sup>rd</sup> Violation - Written notification and a mandatory \$150.00 fine.

4<sup>th</sup> Violation - Written notification and a mandatory \$300.00 fine.

5<sup>th</sup> and each additional Violation- Written notification and a mandatory \$500.00 fine.

C. Any attack of an aggressive nature by a Homeowner's animal on an individual, another Homeowner's pet, or another Homeowner's personal property. For violations of subsection C, the following shall apply:

1<sup>st</sup> Violation - Written notification with a copy of this animal Control Policy, a mandatory \$50.00 fine, and if appropriate, compelled muzzle restraint when in the common area for a period of not less than 6 months.

2<sup>nd</sup> Violation - Written notification, a mandatory \$75.00 fine, and appropriate muzzle restraint for a period of not less than 9 months

3<sup>rd</sup> Violation - Written notification including mandatory \$150.00 fine, and if appropriate compelled muzzle restraint when in the common area for a period of not less than 12 months.

4<sup>th</sup> Violation- Written notification, a mandatory \$300.00 fine, and if appropriate compelled muzzle restraint when in the common area at all times thereafter.

5<sup>th</sup> and each additional Violation- Written notification, a mandatory \$500.00 fine, and if appropriate compelled muzzle restraint in the common area at all times thereafter.

In addition to the above and with respect to each citation issued under subsection C, the City of Fort Worth Animal Care and Control shall be notified by the resident against whom the attack or destruction of personal property occurred so that the City may take whatever action it deems necessary under the Municipal Code.

Executed to be effective on the 28<sup>th</sup> day of February 2020.



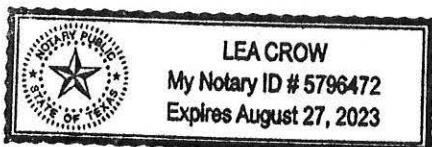
Robert Green, President

THE STATE OF TEXAS     §

§

COUNTY OF TARRANT     §

This instrument was acknowledged before me on the 28<sup>th</sup> day of February 2020, by Robert Green, as President of the Mira Vista Homeowners Association, Inc., a Texas corporation, on behalf of said corporation.



Notary Public, State of Texas





MARY LOUISE NICHOLSON  
COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

MIRA VISTA HOMEOWNERS ASSOCIATION  
ATTN: LEA CROW  
6610 BRYANT IRVIN RD STE 300  
FT WORTH, TX 76132

Submitter: MIRA VISTA HOMEOWNERS  
ASSN INC

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 2/7/2020 11:54 AM

Instrument #: D220030361

OPR

2

PGS

\$19.00

By: \_\_\_\_\_

*Mary Louise Nicholson*

D220030361

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

**POLICY ON PRIVATELY MAINTAINED LANDSCAPING  
THAT AFFECTS VEHICULAR AND PEDESTRIAN SAFETY**

Pursuant to Section 4.01(l) of Article IV and Sections 8.04 and 8.05 of Article VIII in the Declaration of Covenants, Conditions and Restrictions for Mira Vista, The Homeowners' Association Board (the "Board") has jurisdiction and rule-making authority over the "Common Properties" of Mira Vista. Those Common Properties include all streets and sidewalks within the confines of Mira Vista. In that regard and as the community has matured, it has been observed at many locations matured landscaping has impeded traffic and/or impeded a clear view of some road signs and street name signs. Furthermore, the City of Fort Worth mandates that all trees adjacent to public roadways must maintain a from-ground clearance of fourteen (14) feet to facilitate emergency vehicular traffic and clear lines of sight for larger vehicles. While the streets of Mira Vista are private and therefore not subject to City enforcement, the same sound safety concerns exist within our community and therefore warrant this self-enforcement.

As a result, the Board hereby adopts this Policy on Privately Maintained Landscaping That Affects Vehicular and Pedestrian Safety (the "Policy"). As it relates to plants, shrubs, hedges or trees of any kind (collectively "Plants") that prevent a direct line of sight from vehicular traffic to any Mira Vista traffic control sign (stop sign, speed limit sign, or the like) or street sign, those Plants shall be trimmed down to no less than two (2) feet below the bottom of the affected sign. With respect to any trees that hang over any Mira Vista street or sidewalk ("Trees"), those Trees shall be trimmed in such a way as to provide fourteen (14) feet of clearance as measured from the roadway or sidewalk surface. Again and to be clear, this Policy **only** applies to those Plants or Trees that are adjacent to sidewalks, streets, and traffic control signs.

To give all residents ample time to inspect their own Plants and Trees, the Board will not begin enforcing this Policy until March 1, 2020. After that point in time, a courtesy notice without fine or other enforcement will be sent to any non-compliant resident, asking for voluntary compliance. If the non-compliance continues, the matter will be handled in strict accordance with the Governing Documents Enforcement and Fine Policy for Mira Vista Homeowners Association.

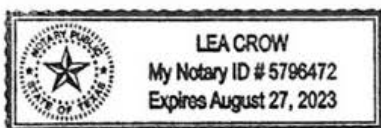
Executed to be effective on the 14th day of January 2020.



Robert Green, President

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 16 day of January 2020, by Robert Green, as President of the Mira Vista Homeowners Association, Inc., a Texas corporation, on behalf of said corporation.



Notary Public in and for the State of Texas



  
MARY LOUISE NICHOLSON  
COUNTY CLERK

**FIRST AMENDMENT TO THE NOTICE  
OF DEDICATORY INSTRUMENTS FOR  
MIRA VISTA**

[Mira Vista Traffic Regulations (revised 2025)]

STATE OF TEXAS                                   §  
                                                          §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF TARRANT                       §

This **FIRST AMENDMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR MIRA VISTA** (this "Notice") is made by **MIRA VISTA HOMEOWNERS ASSOCIATION, INC.** (the "Association").

**WITNESSETH:**

**WHEREAS**, Mira Vista Development Company ("Declarant") recorded the Declaration of Covenants, Conditions and Restrictions for Mira Vista on or about September 21, 1987, at Volume 9074, Page 1082 of the Real Property Records of Tarrant County, Texas (the "Declaration"); and

**WHEREAS**, the Association is the property owners' association created by the Declarant to manage or regulate the planned unit development subject to the Declaration, which development is more particularly described in the Declaration; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

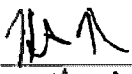
**WHEREAS**, the Association previously recorded a Notice of Dedicatory Instruments for Mira Vista Homeowners Association, Inc. on or about October 22, 2024, as Document No. D224188836 of the Real Property Records of Tarrant County, Texas (the "Notice") which recorded the Mira Vista Traffic Regulations (the "2024 Traffic Regulations"); and

**WHEREAS**, the Association desires to amend the Notice by replacing the 2024 Traffic Regulations attached thereto with the Mira Vista Traffic Regulations (revised 2025) attached hereto as **Exhibit "A"** pursuant to and in accordance with Section 202.006 of the Texas Property Code.

**NOW, THEREFORE**, the dedicatory instrument attached hereto as **Exhibit "A"** is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

**IN WITNESS WHEREOF**, the Association has caused this First Amendment to be executed by its duly authorized agent as of the date below.

**MIRA VISTA HOMEOWNERS  
ASSOCIATION, INC.,**  
A Texas non-profit corporation

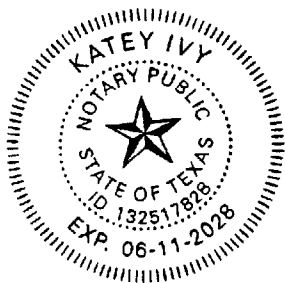
By:   
Name: Hunter Hollarn  
Title: President

**ACKNOWLEDGEMENT**

STATE OF TEXAS                   §  
                                             §  
COUNTY OF TARRANT       §

BEFORE ME, the undersigned authority, on this day personally appeared Hunter Hollarn, the President of Mira Vista Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 21 day of October, 2025.



  
Notary Public, State of Texas

**EXHIBIT "A"**

Mira Vista Traffic Regulations (revised 2025)

## MIRA VISTA TRAFFIC REGULATIONS

The Declaration of Covenants, Conditions and Restrictions for Mira Vista provide in

### “Article VIII

#### USE OF COMMON PROPERTY

8.05 Private Streets – The entry gatehouse, street sidewalks and alley network within the Mira Vista residential community are “private” and constitute a portion of the Common Properties, which are subject to the jurisdiction and administration by the Association. In addition to the other provisions appearing within this Article VIII, the Board is specifically authorized to recommend, adopt, implement, and enforce rules, regulations, mechanisms and procedures governing the use of the entry gatehouse, sidewalks, streets, and alleys covering items such as (but not necessarily limited to):

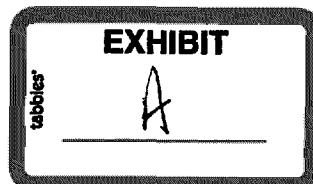
- (a) identification and entry programs for Members, their respective immediate families, their guests and vehicles owned or driven by any of them;
- (b) speed limits, designated parking areas, restricted parking areas and no parking areas;
- (c) signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters;
- (d) “fines” system through which the Association can levy and collect fines from its Members for violations of the applicable rules and regulations; and
- (e) disclaimers of liability for any and all matters or occurrences on or related to the Common Property.”

The Board, after considering and implementing other alternatives, has determined that driving in excess of the posted speed limits and other traffic violations are a recurring problem with Mira Vista club members and Mira Vista property owners. Therefore, the Board adopts the following regulations with respect to traffic control for the “private” streets of Mira Vista.

#### Speed Limit and other Traffic Regulations

The Speed Limit within the Development is twenty-five (25) miles per hour. All property owners, Mira Vista Country Club members, their families, guests, employees, contractors, licensees, and agents or other representatives must strictly adhere to the posted Speed Limit and Stop Signs, park only with their cars facing the direction of traffic, as well as comply with and obey all applicable federal, state and local traffic laws, statutes, codes, ordinances, regulations and rules (the “Traffic Regulations”).

Speed limit enforcement will be conducted utilizing an automated speed detection device that is checked regularly for accuracy for the purpose of enforcing compliance with posted speed limits on Mira Vista streets. (See CC&Rs, Article VIII, Section 8.05, item b)



In September of 2020, the Board updated and ratified a prior decision to prohibit vehicles such as golf carts ("street legal" or not), go-carts, and gasoline powered scooters from recreational operation on the community streets of the Mira Vista subdivision. However, the Board will accept application from homeowners for exemption from enforcement by Mira Vista Security for use of such vehicles by homeowners within Mira Vista on the basis of medical necessity only.

For parking regulations, please see the Parking Addendum attached hereto and incorporated herein by reference.

### Violations

All incidences of property owners, Mira Vista Country Club members, family members and guests exceeding the posted speed limit or violating any other Traffic Regulations (except delivery personnel, contractors, subcontractors and employees), shall result in the Member receiving the violation in accordance with the fine schedule attached hereto and incorporated herein by reference. Copies of all citations will be mailed to the property owner or Mira Vista Country Club member at the address maintained in the records of the Association and the Club. All delivery personnel, contractors, subcontractors and employees who violate the posted speed limit or other Traffic Regulations may, at the discretion of the Director of Security for the Association, be excluded from the Development without prior warning and not allowed entry for a period of thirty (30) days. Incidences of recurring violations may result in the exclusion of delivery personnel, a contractor, subcontractor or employee being made permanent.

### Liens

The fines imposed on any Members, their families or guests under this regulation shall, in addition to being a fine owed by the operator of the vehicle, be a liability assessed against the Member authorizing entry of the vehicle operator and result in a continuing lien upon such Member's lot until paid. Such fines shall be collected and such lien foreclosed in the same manner as any other fines or liens imposed by the Declaration of Covenants, Conditions and Restrictions of Mira Vista.

### Appeal

Any violation may be appealed in writing within 30 days to the Security Committee's Appeal Board that at its discretion, upon considering the information presented, may maintain, reduce or waive any penalty contained herein. Determination of any appeal will be made in a closed session meeting of the Committee.

**FINE SCHEDULE**

|                                                                          |                                                    |
|--------------------------------------------------------------------------|----------------------------------------------------|
| Over 30 mph                                                              | \$ 100.00                                          |
| Over 40 mph                                                              | \$ 200.00                                          |
| Fifth and All Subsequent Speeding Violations<br>(within a 2-year period) | \$ 300.00                                          |
| First Parking Violation                                                  | \$ 0.00                                            |
| Second through Fourth Parking Violations                                 | \$ 100.00 each                                     |
| Fifth and All Subsequent Parking Violations                              | \$500.00 and 30 day gate access<br>suspension each |
| Stop Sign Violation                                                      | \$100.00                                           |

# **PARKING ADDENDUM**

to

## **Mira Vista Traffic Regulations**

### On-Street Parking and Vehicle Restrictions:

All vehicles shall be parked only upon the driveways and inside garages/auto courts of each lot. No guest street parking except for temporary periods of time not to exceed four (4) hours shall be permitted. Requests for guest parking exceeding four (4) hours must be approved by the Security Department. A 72-hour extended street parking permit for a guest's vehicle may be obtained through the Security Department. No vehicle that transports flammable or explosive cargo may be parked or stored within the property. No Recreational Vehicle, trailer, inoperative or unlicensed vehicles may be parked or stored, other than in an enclosed garage, within the property. All work on vehicles, including routine maintenance shall be performed only in an enclosed garage.

### Parking in Cul-De-Sacs

Parking in cul-de-sacs would prevent fire rescue from using it as a means to turn around, therefore contributing to delayed response, hindering emergency response personnel and ultimately, care to fire and emergency victims. Therefore, parking in cul-de-sacs is not allowed at any time.

### Mira Vista Parking Regulations

All property owners, Mira Vista Country Club members, their families, guests, employees, licensees, and agents or other representatives must strictly adhere to the Mira Vista Parking Policy.

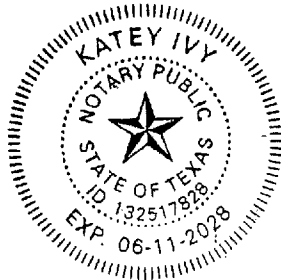
APPROVED by the Board of Directors of the Mira Vista Homeowners Association at its October 13, 2025 meeting at which a quorum was present.

Dated this 13 day of October, 2025.

Hunter Hollarn, President

SWORN TO AND SUBSCRIBED BEFORE ME this 13 day of October, 2025.

Notary Public, State of Texas



**OTHER  
PERTINENT  
INFORMATION**



23

**BUILDING SETBACK LINE AND  
RESTRICTIVE COVENANTS AGREEMENT**

This Building Setback Line and Restrictive Covenants Agreement ("Agreement") is entered into on this 23rd day of July 1997, by and between James R. Dunaway, Jr., individually and as Trustee, and Landmark Bank Mid-Cities (collectively "Declarant") and Mira Vista Development Corp. and Mira Vista Homeowners Association, Inc. (collectively "Mira Vista").

**RECITALS**

**WHEREAS**, on this day Mira Vista is purchasing certain property from Declarant out of the John F. Heath Survey, Abstract Number 641 in Tarrant County, Texas; and

**WHEREAS**, Mira Vista's purchase of such property was conditioned upon Declarant's agreement to establish certain building setback lines and restrictions upon certain other adjoining property, all as hereinafter set forth.

**NOW THEREFORE**, for value received, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties hereto agree as follows:

- (1) Declarant agrees to and does hereby:
  - (A) establish two (2) thirty foot (30') wide building setback lines on the property in the dimensions described on Exhibits A and A-1 attached hereto and incorporated herein by reference (the property between the north and south right of way lines of Mira Vista Boulevard and the thirty foot (30') setback lines shall be referred herein as the "Property"); and
  - (B) restrict the Property from and prohibit:
    - (i) the construction of any building within said setback lines, provided that parking shall be permitted therein, so long as it does not interfere or destroy the landscape improvements constructed by Mira Vista and wholly contained within the Landscape Easement of record between Declarant and Mira Vista; and
    - (ii) signage, other than ground mounted and exterior lit signs that, including the pedestal, do not exceed four feet (4') in height, two feet (2') in width, and six feet (6') in length; and
    - (iii) access to and from Mira Vista Boulevard, except for no more than two (2) driveway locations of standard commercial width, per Fort Worth City Code, on each side of Mira Vista Boulevard.

- (2) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors, and assigns.
- (3) No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.
- (4) In connection with this Agreement as well as all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions and conditions of this Agreement.
- (5) In the event of any breach or threatened breach of this Agreement, the restriction contained herein may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting such breach and commanding compliance hereof, which restraining orders and injunctions shall be obtainable upon proof of the existence of such breach or threatened breach, and without the necessity of proof of inadequacy of legal remedies or irreparable harm, and shall be obtainable only by the parties hereto or those benefitted hereby; provided, however, nothing herein shall be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

**EXECUTED TO BE EFFECTIVE ON THE DATE FIRST ABOVE WRITTEN.**

**DECLARANT:**

  
James R. Dunaway, Jr., Individually  
and as Trustee

**LANDMARK BANK MID-CITIES**

By: [Signature]  
Title: President / C.E.O.

**MIRA VISTA:**

**MIRA VISTA DEVELOPMENT CORP.,**  
a Texas corporation

By: [Signature]  
Thomas Nezworski, Vice President

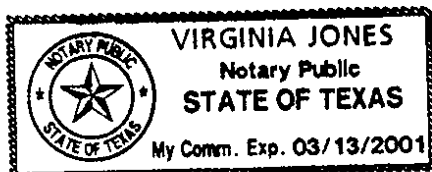
**MIRA VISTA HOMEOWNERS ASSOCIATION, INC.**  
a Texas non-profit corporation

By: [Signature]  
Thomas Nezworski, Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a NOTARY PUBLIC in and for said County and State, on this day personally appeared James R. Dunaway, Jr., Trustee, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25<sup>th</sup> day of July 1997.

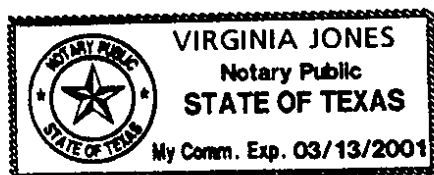


[Signature]  
NOTARY PUBLIC, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a NOTARY PUBLIC in and for said County and State, on this day personally appeared James R. Dunaway, Jr., an individual, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23<sup>rd</sup> day of July 1997.

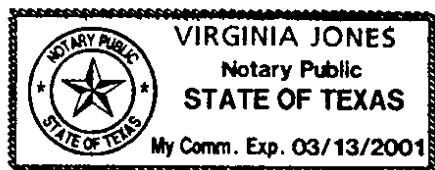


*Virginia Jones*  
NOTARY PUBLIC, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a NOTARY PUBLIC in and for said County and State, on this day personally appeared GARY G. GREEN, Pres. & CEO of Landmark Bank Mid-Cities, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said banking association, and that he executed the same as the act of such banking association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23<sup>rd</sup> day of July 1997.

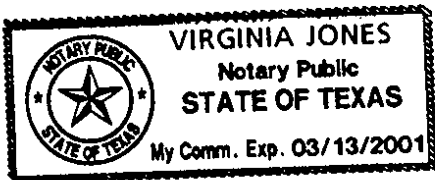


*Virginia Jones*  
NOTARY PUBLIC, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a NOTARY PUBLIC in and for said County and State, on this day personally appeared Thomas Nezworski, Vice President of Mira Vista Development Corporation, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23<sup>rd</sup> day of July 1997.

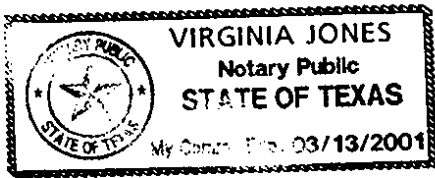


Virginia Jones  
NOTARY PUBLIC, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a NOTARY PUBLIC in and for said County and State, on this day personally appeared Thomas Nezworski, Vice President of Mira Vista Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23<sup>rd</sup> day of July 1997.



Virginia Jones  
NOTARY PUBLIC, State of Texas

**FIELD NOTES**

Field notes for two 30 foot wide non exclusive building setback areas:

**BEING** a part of the John F. Heath Survey, Abstract No. 641, situated in the southwest part of Fort Worth in Tarrant County, Texas; and embracing a portion of a tract of land conveyed to James R. Dunaway, Jr. as recorded in Volume 11082, Page 382 of Tarrant County Deed Records, Tarrant County, Texas, said areas being more particularly described as follows:

**TRACT 1**

**BEGINNING** at the intersection of the northerly right-of-way line of Mira Vista Boulevard ( a variable width public right-of-way) and the westerly right-of-way line of Bryant Irvin Road ( a 120 foot public right-of-way) according to the plat filed in Volume 388-205, Page 49, Deed Records, Tarrant County, Texas;

**THENCE** along said northerly line the following courses and distances:

North 60°00'00" West, a distance of 90.00 feet to the beginning of a curve to the left whose radius is 485.00 feet and whose long chord bears North 64°21'49" West, 73.81 feet;

Along said curve to the left through a central angle of 08°43'40" an arc distance of 73.88 feet to the beginning of a curve to the right whose radius is 465.00 feet and whose long chord bears North 64°21'49" West, 70.76 feet;

Along said curve to the right through a central angle of 08°43' 40", an arc distance of 70.83 feet;

North 60°00'00" West, a distance of 65.37 feet;

**THENCE** North 35°22' 33" East, leaving said northerly line, a distance of 30.13 feet;

**THENCE** South 60°00'00" East, a distance of 62.55 feet to the beginning of a curve to the left whose radius is 435.00 feet and whose long chord bears South 64°21' 49" East, 66.20 feet;

**THENCE** along said curve through a central angle of 08°43'40" an arc distance of 66.26 feet to the beginning of a curve to the right whose radius is 515.00 feet and whose long chord bears South 64° 21'49" East, 78.37 feet;

**THENCE** along said curve through a central angle of 08°43'40" an arc distance of 78.45 feet;

**THENCE** South 60°00'00" East, a distance of 90.00 feet to a point in the westerly line of said Bryant Irvin Road;

**THENCE** South 30°00'00" West, a distance of 30.00 feet to the **POINT OF BEGINNING** and containing 8,960.01 square feet of land more or less.

**TRACT 2**

**BEGINNING** at the intersection of the southerly right-of-way line of Mira Vista Boulevard (a variable width public right-of-way) and the westerly right-of-way line of Bryant Irvin Road (a 120 foot wide public right-of-way) according to the plat filed in Volume 388-205, Page 49, Deed Records, Tarrant County, Texas;

**THENCE** South 30°00'00" West, along said westerly line, a distance of 30.00 feet;

**THENCE** North 60°00'00" West, leaving said westerly line, a distance of 90.00 feet to the beginning of a curve to the right whose radius is 515.00 feet and whose long chord bears North 55°38'10" West, 78.37 feet;

**THENCE** along said curve to the right through a central angle of 08°43'40" an arc distance of 78.45 feet to the beginning of a curve to the left whose radius is 485.00 feet and whose long chord bears North 55°38'10" West, 73.81 feet;

**THENCE** along said curve to the left through a central angle of 08°43'40" an arc distance of 73.88 feet;

**THENCE** North 60°00'00" West, a distance of 92.38 feet;

**THENCE** North 22°54'32" East, a distance of 30.23 feet to a point in the southerly line of said Mira Vista Boulevard;

**THENCE** along said southerly line the following courses and distances:

South 60°00'00" East, a distance of 96.11 feet to the beginning of a curve to the right whose radius is 435.00 feet and whose long chord bears South 55°38'10" East, 66.20 feet;

Along said curve to the right through a central angle of 08°43'40" an arc distance of 66.26 feet to the beginning of a curve to the left whose radius is 465.00 feet and whose long chord bears South 55°38'10" East, 70.76 feet;

Along said curve to the left through a central angle of 08°43'40" an arc distance of 70.83 feet;

South 60°00'00" East, a distance of 90.00 feet to the **POINT OF BEGINNING** and containing 9,868.74 square feet of land more or less.

TRACT 1 CURVE DATA

|   |                                                                                                                             |   |                                                                                                                             |   |                                                                                                                             |   |                                                                                                                             |
|---|-----------------------------------------------------------------------------------------------------------------------------|---|-----------------------------------------------------------------------------------------------------------------------------|---|-----------------------------------------------------------------------------------------------------------------------------|---|-----------------------------------------------------------------------------------------------------------------------------|
| ① | $\Delta = 08^{\circ}43'40''$<br>$R = 485.00'$<br>$T = 37.01'$<br>$L = 73.88'$<br>$L.C. = 73.81'$<br>$N 64^{\circ}21'49'' W$ | ② | $\Delta = 08^{\circ}43'40''$<br>$R = 465.00'$<br>$T = 35.48'$<br>$L = 70.83'$<br>$L.C. = 70.76'$<br>$N 64^{\circ}21'49'' W$ | ③ | $\Delta = 08^{\circ}43'40''$<br>$R = 435.00'$<br>$T = 33.20'$<br>$L = 66.26'$<br>$L.C. = 66.20'$<br>$S 64^{\circ}21'49'' E$ | ④ | $\Delta = 08^{\circ}43'40''$<br>$R = 515.00'$<br>$T = 39.30'$<br>$L = 78.45'$<br>$L.C. = 78.37'$<br>$S 64^{\circ}21'49'' E$ |
|---|-----------------------------------------------------------------------------------------------------------------------------|---|-----------------------------------------------------------------------------------------------------------------------------|---|-----------------------------------------------------------------------------------------------------------------------------|---|-----------------------------------------------------------------------------------------------------------------------------|

TRACT 2 CURVE DATA

|   |                                                                                                                             |   |                                                                                                                             |   |                                                                                                                             |   |                                                                                                                             |
|---|-----------------------------------------------------------------------------------------------------------------------------|---|-----------------------------------------------------------------------------------------------------------------------------|---|-----------------------------------------------------------------------------------------------------------------------------|---|-----------------------------------------------------------------------------------------------------------------------------|
| ① | $\Delta = 08^{\circ}43'40''$<br>$R = 515.00'$<br>$T = 39.30'$<br>$L = 78.45'$<br>$L.C. = 78.37'$<br>$N 55^{\circ}38'10'' W$ | ② | $\Delta = 08^{\circ}43'40''$<br>$R = 485.00'$<br>$T = 37.01'$<br>$L = 73.88'$<br>$L.C. = 73.81'$<br>$N 55^{\circ}38'10'' W$ | ③ | $\Delta = 08^{\circ}43'40''$<br>$R = 435.00'$<br>$T = 33.19'$<br>$L = 66.26'$<br>$L.C. = 66.20'$<br>$S 55^{\circ}38'10'' E$ | ④ | $\Delta = 08^{\circ}43'40''$<br>$R = 465.00'$<br>$T = 35.48'$<br>$L = 70.83'$<br>$L.C. = 70.76'$<br>$S 55^{\circ}38'10'' E$ |
|---|-----------------------------------------------------------------------------------------------------------------------------|---|-----------------------------------------------------------------------------------------------------------------------------|---|-----------------------------------------------------------------------------------------------------------------------------|---|-----------------------------------------------------------------------------------------------------------------------------|

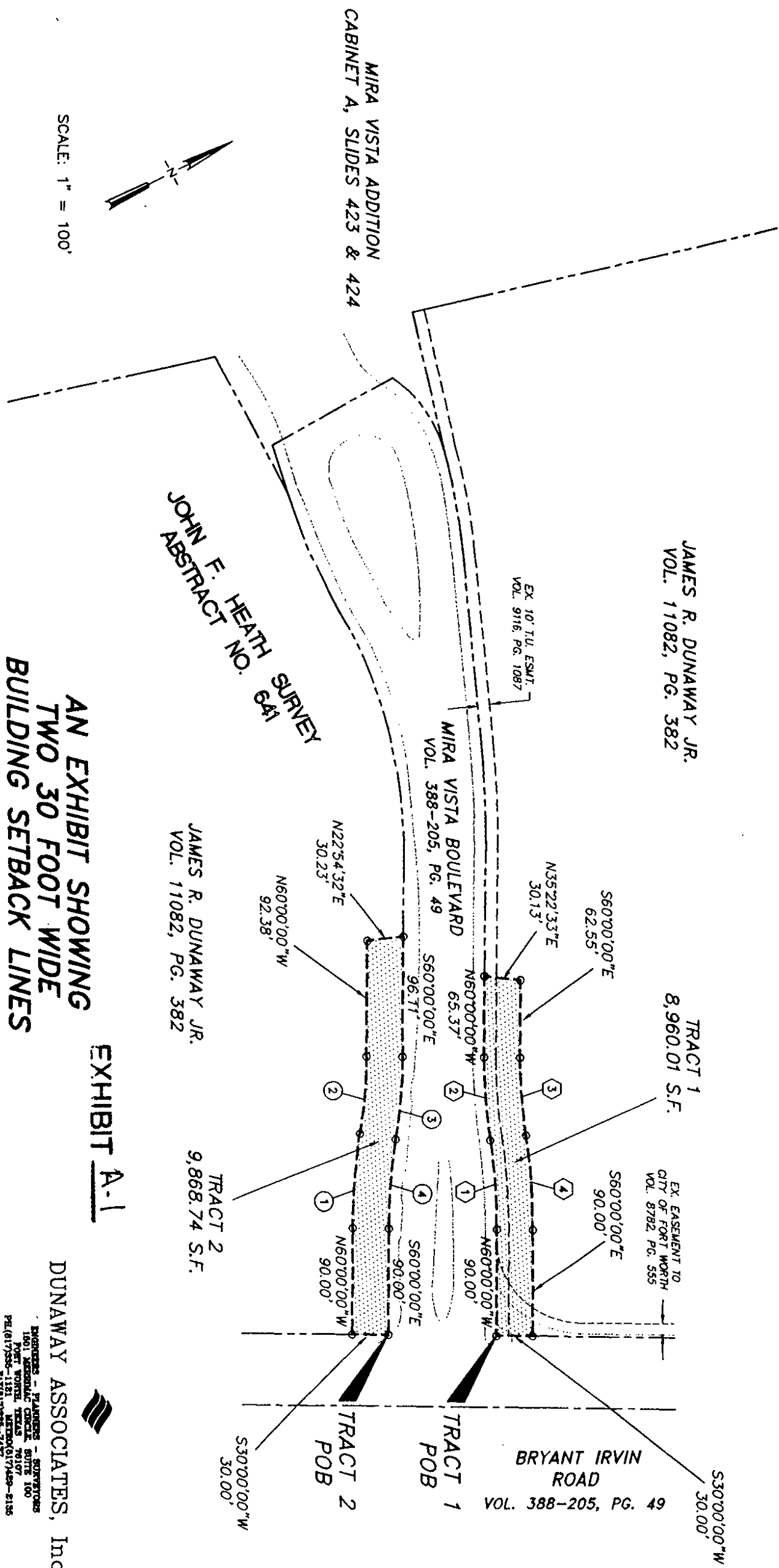


EXHIBIT A-1

AN EXHIBIT SHOWING  
TWO 30 FOOT WIDE  
BUILDING SETBACK LINES

DUNAWAY ASSOCIATES, Inc.

ENGINEERS - PLANNERS - SURVEYORS  
1001 MEMPHIS CIRCLE, SUITE 100  
FORT WORTH, TEXAS 76107  
TEL (817) 356-1181, (817) 356-7457  
FAX (817) 356-7457



D197133974  
NICHOLAS PAPPAS  
306 WEST 7TH ST 701  
FT WORTH TX 76102

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S  
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K  
O F F I C I A L R E C E I P T

T O : N I C H O L A S S P A P P A S

| RECEIPT NO | REGISTER | RECD-BY | PRINTED DATE | TIME  |
|------------|----------|---------|--------------|-------|
| 197257758  | DR91     | T021602 | 07/25/97     | 14:32 |

|   | INSTRUMENT | FEECD | INDEXED | TIME  |         |
|---|------------|-------|---------|-------|---------|
| 1 | D197133974 | WD    | 970725  | 14:32 | CK 1963 |

T O T A L : D O C U M E N T S : 01 F E E S : 23.00

B Y: \_\_\_\_\_

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE  
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

19  
00

FILED  
TARRANT COUNTY **ACCESS EASEMENT AGREEMENT**

2007 NOV 25 PM 4:08

**DATE:** December 31, 2000

**GRANTOR:** Mira Vista Development Corp., a Texas corporation

**GRANTOR'S MAILING ADDRESS (INCLUDING COUNTY):**

6600 Mira Vista Boulevard, Fort Worth, Tarrant County, Texas 76132

**GRANTEE:** Mira Vista Golf Club, L.C., a Texas limited liability company

**GRANTEE'S MAILING ADDRESS (INCLUDING COUNTY):**

6600 Mira Vista Boulevard, Fort Worth, Tarrant County, Texas 76132

**DOMINANT ESTATE PROPERTIES (INCLUDING ANY IMPROVEMENTS):**

All property, including, but not limited to, all golf, dining, recreational and social facilities, owned and/or used by or benefitting Grantee and its members, guests, contractors, employees, and vendors.

**EASEMENT PROPERTY:**

All private streets previously, now, or hereafter dedicated in any plat of the Mira Vista Addition, Tarrant County, Texas.

**EASEMENT PURPOSE:**

For providing free and uninterrupted pedestrian and vehicular ingress and egress to, from, and between the Dominant Estate Property, and portions thereof, to and from Bryant Irvin Road, for the benefit of Grantee's members, guests, contractors, employees and vendors.

**CONSIDERATION:**

Ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, including, but not limited to, the benefits received by Grantor as a result of having Grantee's club facilities located within the Mira Vista Addition.

## RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements, rights of way and prescriptive rights, whether of record or not; all presently recorded and valid instruments and encumbrances that affect the Easement Property.

Grantor, for the consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee an easement over, upon and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Properties, and portions thereof, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the easement to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, except as to the Reservations From and Exceptions to Conveyance and Warranty. The following terms and conditions shall apply to the easement:

1. **Character of Easement.** The easement granted is appurtenant to, and shall run with, the Dominant Estate Property, and portions thereof, whether or not such easement is referenced in any conveyance of the Dominant Estate Property, and/or any portion thereof.
2. **Duration of Easement.** The easement shall be perpetual.
3. **Exclusiveness of Easement.** The easement is nonexclusive, and Grantor reserves for Grantor and Grantor's successors and assigns the right to convey the same or other rights and/or easements to others, so long as such further conveyance is subject to this grant.
4. **Maintenance.** Improvement and maintenance of the Easement Property shall continue to be at the sole expense of the Grantor.
5. **Rights Reserved.** Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes which do not interfere with or interrupt the use or enjoyment of the easement.
6. **Attorneys' Fees.** Any party to this Agreement who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter hereof, shall be additionally entitled to recover court costs and reasonable attorney fees, and all other litigation expenses, including deposition costs, travel and expert witness fees from the non-prevailing party.
7. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors, and assigns.

8. **Choice of Law.** This Agreement shall be subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in Tarrant County.
9. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.
10. **Effect of Waiver or Consent.** No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.
11. **Further Assurances.** In connection with this Agreement as well as all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions and conditions of this Agreement.
12. **Indemnity.** Each party hereby agrees to protect, indemnify and hold harmless the other party from and against any and all losses, costs, (including, without limitation, the costs of litigation and attorneys' fees), claims, causes of action, damages, and liabilities that are attributable to the breach by the indemnifying party of any of the provisions of this Agreement.
13. **Integration.** This Agreement contains the complete agreement between the parties and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.
14. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the parties, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa. The Article and Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any

extent or for any purpose, to limit or define the text of any Article or Section. This Agreement shall not be construed more or less favorably between the parties by reason of authorship or origin of language.

15. **Notices.** Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address shown herein, and if not so shown, when at the last known address according to the records of the party if and when received by the addressee. Any address for notice may be changed by written notice delivered as provided herein.
16. **Recitals.** Any recitals in this Agreement are represented by the parties hereto to be accurate, and constitute a part of the substantive agreement.
17. **Time.** Time is of the essence.
18. **Indemnity by Easement Holder.** The holder of the easement shall indemnify and hold harmless Grantor and Grantor's successors and assigns and any lender which holds a lien covering any property affected by the easement from and against all liability, damages, suits, actions, costs and expenses of whatsoever nature (including reasonable attorneys' fees) to persons or property caused by or arising out of any operation, construction, maintenance and/or alteration of the Easement Property by Grantee or the failure of the easement holder to comply at all times with all applicable laws, rules, regulations and safety standards in connection with the operation, construction, maintenance and/or alteration of the Easement Property.
19. **Equitable Rights of Enforcement.** In the event of any interference or threatened interference with the easement, such easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting such interference and commanding compliance hereof, which restraining orders and injunctions shall be obtainable upon proof of the existence of such interference or threatened interference, and without the necessity of proof of inadequacy of legal remedies or irreparable harm, and shall be obtainable only by the parties hereto or those benefitted hereby; provided, however, nothing herein shall be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

**GRANTOR:**

**MIRA VISTA DEVELOPMENT CORP.,**  
a Texas corporation

By: Thomas Nezworski  
Thomas Nezworski, Senior Vice President

**GRANTEE:**

**MIRA VISTA GOLF CLUB, L.C.,**  
a Texas limited liability company

By: Thomas Nezworski  
Thomas Nezworski, Senior Vice President

Mira Vista Homeowners Association, Inc., a Texas non-profit corporation, hereby consents to the easement herein granted and joins in the execution of this Access Easement Agreement to ratify and confirm its agreement with the terms hereof.

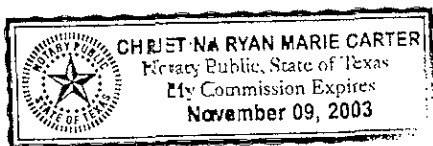
**MIRA VISTA HOMEOWNERS ASSOCIATION, INC.,**  
a Texas non-profit corporation

By: Thomas Nezworski  
Thomas Nezworski, Vice President

**STATE OF TEXAS** §  
§  
**COUNTY OF TARRANT** §

**BEFORE ME**, the undersigned, a notary public in and for said County and State, on this day personally appeared Thomas Nezworski, Senior Vice President of Mira Vista Development Corp., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, this 31<sup>st</sup> day of December 2000.



Christa Ryan Marie Carter  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF TARRANT §

**BEFORE ME**, the undersigned, a notary public in and for said County and State, on this day personally appeared Thomas Nezworski, Senior Vice President of Mira Vista Golf Club, L.C., a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said limited liability company, and that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, this 31<sup>st</sup> day of December 2000.

*Christina Ryan Marie Carter*  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF TARRANT §



**BEFORE ME**, the undersigned, a notary public in and for said County and State, on this day personally appeared Thomas Nezworski, Vice President of Mira Vista Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, this 31<sup>st</sup> day of December 2000.



*Christina Ryan Marie Carter*  
Notary Public, State of Texas

*After recording, please return to:*  
Nicholas S. Pappas  
Bruner, Jamieson & Pappas, L.L.P.  
306 West Seventh Street, Suite 701  
Fort Worth, Texas 76102

D202339544  
NICHOLAS S PAPPAS  
306 W 7TH ST #701  
FT WORTH TX 76102

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S  
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K  
O F F I C I A L R E C E I P T

T O: NICHOLAS S PAPPAS

| RECEIPT NO | REGISTER | RECD-BY | PRINTED DATE | TIME  |
|------------|----------|---------|--------------|-------|
| 203077134  | DR93     | TB      | 11/25/2002   | 16:08 |

|   | INSTRUMENT | FEECD | INDEXED  | TIME  | RECVD   |
|---|------------|-------|----------|-------|---------|
| 1 | D202339544 | WD    | 20021125 | 16:08 | CK 4740 |

T O T A L : D O C U M E N T S : 01 F E E S : 19.00

B Y:                     

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE  
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



9

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

***ACCESS EASEMENT AGREEMENT***

**DATE:** January 5, 2011

**GRANTOR:** DONALD W. BESCHER and wife, KIRSTEN BESCHER

**GRANTOR'S MAILING ADDRESS (INCLUDING COUNTY):**

6509 Turnberry Drive  
Fort Worth, Tarrant County, Texas 76132

**GRANTEE:** MIRA VISTA HOMEOWNERS ASSOCIATION, INC.,  
a Texas corporation

**GRANTEE'S MAILING ADDRESS (INCLUDING COUNTY):**

6400 Mira Vista Boulevard  
Fort Worth, Tarrant County, Texas 76132

**DOMINANT ESTATE PROPERTY:**

Lot 3, Block 30A, MIRA VISTA ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 4460, Plat Records, Tarrant County, Texas.

**GRANTOR'S PROPERTY:**

Lot 7, Block 34, MIRA VISTA ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 4460, Plat Records, Tarrant County, Texas.

**EASEMENT PROPERTY:**

See Exhibit "A" attached hereto and incorporated herein by reference.

FILED  
TARRANT COUNTY TEXAS  
2011 APR 27 PM 3:02  
MARY LOUISE CASPER  
COUNTY CLERK  
BY

**EASEMENT PURPOSES:**

For providing free and uninterrupted access over, upon and across the Easement Property to, from, and between the Dominant Estate Property, and that portion of the Grantor's Property lying between the common property line shared by the Dominant Estate Property and Grantor's Property, and extending in a easterly direction to the eastern most retaining wall situated on Grantor's Property, for the benefit of Grantee and Grantee's contractors, employees, successors and assigns.

**CONSIDERATION:**

Ten dollars (\$10.00) and other good and valuable consideration.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Easements, rights of way and prescriptive rights, whether of record or not, that affect the Easement Property, and the rights reserved by Grantor herein.

Grantor, for the consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee an easement over, upon and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, and portions thereof, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the easement to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, except as to the Reservations From and Exceptions to Conveyance and Warranty. The following terms and conditions shall apply to the easement:

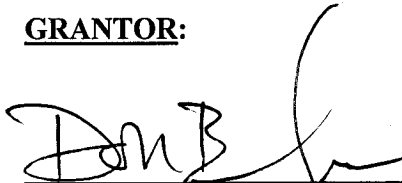
1. ***Character of Easement.*** The easement granted is appurtenant to, and shall run with, the Dominant Estate Property, and portions thereof, whether or not such easement is referenced in any conveyance of the Dominant Estate Property, and/or any portion thereof.
2. ***Duration of Easement.*** The easement shall be perpetual.
3. ***Exclusiveness of Easement.*** The easement is non-exclusive, and Grantor reserves for Grantor and Grantor's successors and assigns the right to convey the same or other rights and/or easements to others, so long as such further conveyance is subject to this grant.
4. ***Construction and Maintenance of Access Ramp.*** Grantor shall, at its sole cost and expense, construct, or cause to be constructed, a single access ramp (the "Access Ramp") within the Easement Property of sufficient integrity and width, as necessary to permit the ingress and egress of any and all equipment and machinery to be

utilized by Grantee and Grantee's agents, subcontractors, employees, in performing landscaping; the specifications of said Access Ramp shall be determined by mutual agreement of Grantor and Grantee; provided however, the surface of the ramp must be sodded, and the west support wall of the ramp must match the materials used in the existing retaining wall on Grantor's property. The completion of the construction of the Access Ramp shall occur on or before the commencement of construction of any improvements located on Grantor's Property.

5. **Maintenance.** Improvement and maintenance of the Easement Property, including, but not limited to the Access Ramp, shall be at the sole expense of the Grantor.
6. **Rights Reserved.** Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes which do not interfere with or interrupt the use or enjoyment of the easement.
7. **Attorneys' Fees.** Any party to this Agreement who is the prevailing party in any legal proceeding against the other party brought under or in connection with this Agreement or the subject matter hereof, shall be additionally entitled to recover court costs and reasonable attorneys' fees, and all other litigation expenses, including deposition costs, travel and expert witness fees, from the non-prevailing party.
8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors, and assigns.
9. **Choice of Law.** This Agreement shall be subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state. Each party submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in the county in which the Easement Property is situated.
10. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.
11. **Effect of Waiver or Consent.** No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.

12. **Further Assurances.** In connection with this Agreement, as well as all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions and conditions of this Agreement.
13. **Integration.** This Agreement contains the complete agreement between the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.
14. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, to the extent such invalidity, illegality or unenforceability does not destroy the basis of the bargain among the parties, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa. The paragraph headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any paragraph. This Agreement shall not be construed more or less favorably between the parties by reason of authorship or origin of language.
15. **Notices.** Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient to the address shown herein, and if not so shown, at the last known address according to the records of the party delivering the notice. Notice given in any other manner shall be effective only if and when received by the addressee. Any address for notice may be changed by written notice delivered as provided herein.
16. **Equitable Rights of Enforcement.** In the event of any interference with the easement, such easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting such interference and commanding compliance hereof, which restraining orders and injunctions shall be obtainable upon proof of the existence of such interference or threatened interference, and without the necessity of proof of inadequacy of legal remedies or irreparable harm, and shall be obtainable only by the parties hereto or those benefited hereby; provided, however, nothing herein shall be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

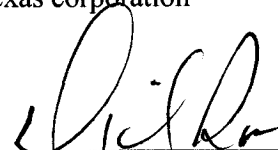
**GRANTOR:**

  
Donald W. Bescher

  
Kirsten Bescher

**GRANTEE:**

**MIRA VISTA HOMEOWNERS  
ASSOCIATION, INC.,**  
a Texas corporation

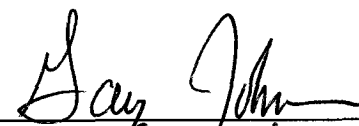
By:   
Printed Name: DAVID ROSS  
Title: Authorized Rep.

**LIENHOLDER'S AGREEMENT TO SUBORDINATE**

The undersigned Lienholder hereby subordinates its lien on Grantor's Property to the foregoing Access Easement Agreement.

**LIENHOLDER:**

**WEST SIDE BANK AND TRUST**

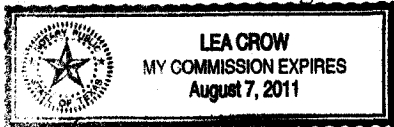
By:   
Printed Name: Gary Johnson  
Title: President

*After recording, please return to:*

Nicholas S. Pappas  
Bruner & Pappas, L.L.P.  
3700 West 7<sup>th</sup> Street  
Fort Worth, Texas 76107

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

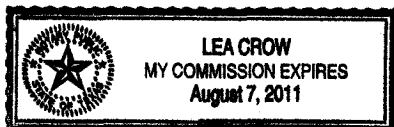
This instrument was acknowledged before me on the 31<sup>st</sup> day of March 2011, by Donald W. Bescher.



Lea Crow  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

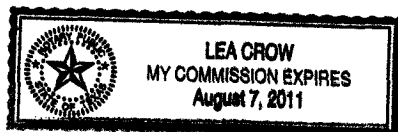
This instrument was acknowledged before me on the 31<sup>st</sup> day of March 2011, by Kirsten Bescher.



Lea Crow  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 31<sup>st</sup> day of March 2011, by David Ross, as Authorized Representative of MIRA VISTA HOMEOWNERS ASSOCIATION, INC., a Texas corporation, on behalf of said corporation.

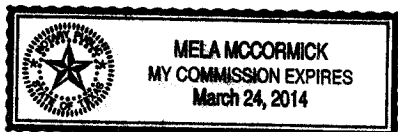


Lea Crow  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 18 day of January 2011, by Gary Johnson, as President of WEST SIDE BANK AND TRUST, on behalf of said bank.



Mela McCormick  
Notary Public, State of Texas

**EXHIBIT "A"**

**Easement Property**

0.013 acre, being a portion of Lot 7, Block 34, MIRA VISTA ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Plat Cabinet A, Slide 4460, Plat Records, Tarrant County, Texas and, being more particularly described as follows:

BEGINNING at a capped "DUNAWAY" 5/8" iron found at the southwest corner of said Lot 7, same being the northwest corner of Lot 6, Block 34, and in the east line of Lot 3, Block 30A, of said Addition;

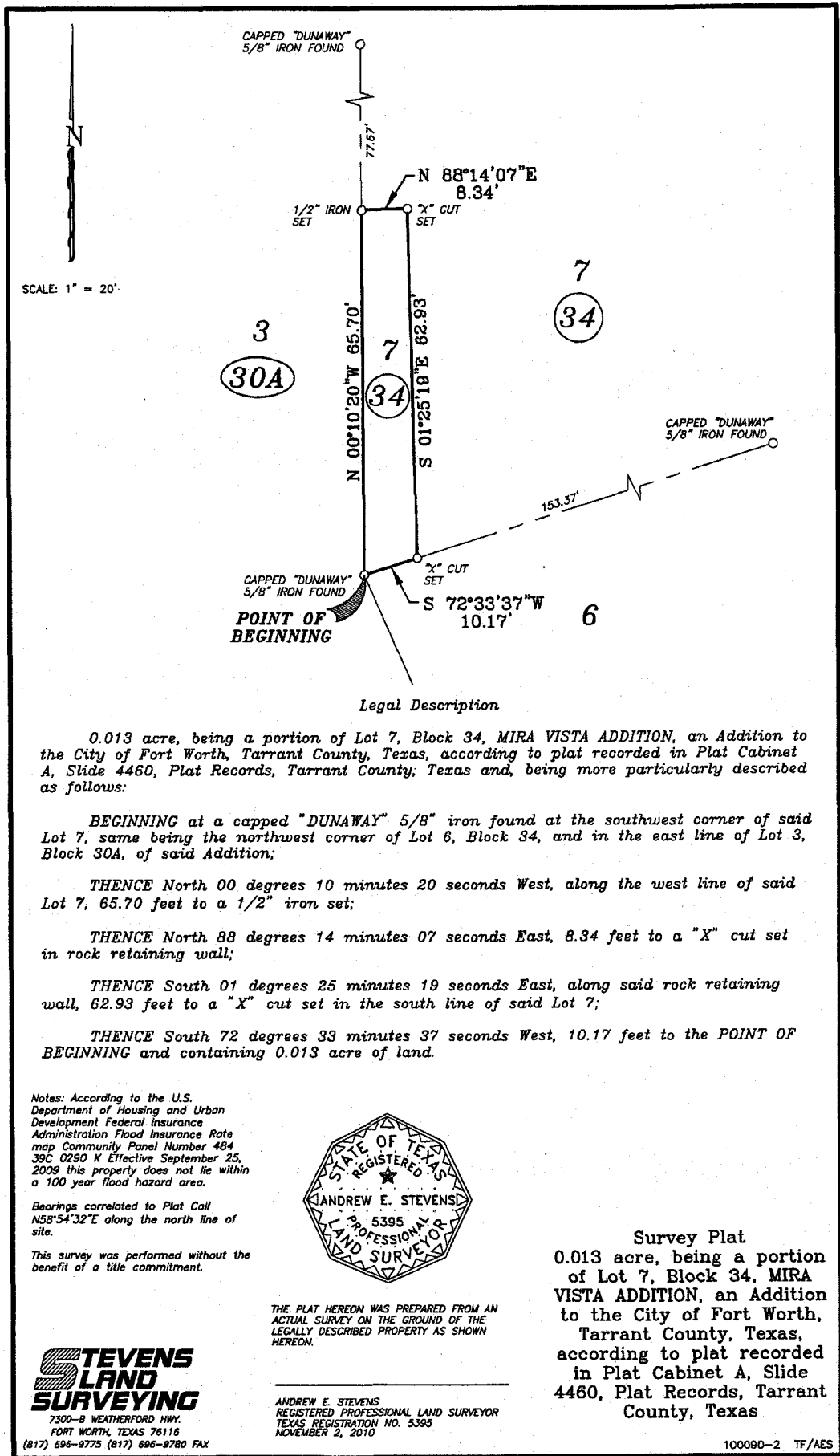
THENCE North 00 degrees 10 minutes 20 seconds West, along the west line of said Lot 7, 65.70 feet to a 1/2" iron set;

THENCE North 88 degrees 14 minutes 07 seconds East, 8.34 feet to a "X" cut set in rock retaining wall;

THENCE South 01 degrees 25 minutes 19 seconds East, along said rock retaining wall, 62.93 feet to a "X" cut set in the south line of said Lot 7;

THENCE South 72 degrees 33 minutes 37 seconds West, 10.17 feet to the POINT OF BEGINNING and containing 0.013 acre of land.





MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

NICHOLAS S PAPPAS  
BRUNER AND PAPPAS LLP  
3700 WEST 7TH STREET  
FTW, TX 76107

Submitter: NICHOLAS S PAPPAS PC

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 4/27/2011 3:01 PM

Instrument #: D211098720

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PGS

\$48.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D211098720

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DBWARD

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

***ACCESS EASEMENT AGREEMENT***

**DATE:** May 28, 2013

**GRANTOR:** LAURENCE WOOD BARTLETT III and DEBRA BARTLETT

**GRANTOR'S MAILING ADDRESS (INCLUDING COUNTY):**

6601 Crooked Stick Drive  
Fort Worth, Tarrant County, Texas 76132

**GRANTEE:** MIRA VISTA HOMEOWNERS ASSOCIATION, INC.,  
a Texas corporation

**GRANTEE'S MAILING ADDRESS (INCLUDING COUNTY):**

6610 Bryant Irvin Road, Suite 300  
Fort Worth, Tarrant County, Texas 76132

**DOMINANT ESTATE PROPERTY:**

See Exhibit "A" attached hereto and incorporated herein by reference.

**GRANTOR'S PROPERTY:**

Lot 12R, Block 20, MIRA VISTA ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Cabinet B, Slide 1317, Plat Records, Tarrant County, Texas.

**EASEMENT PROPERTY:**

Being a ten (10) foot strip of land between Crooked Stick Drive (Lot 1, Block 20A) and the Dominant Estate Property; said ten (10) foot strip situated parallel to and along the southern most boundary line of Grantor's Property and abutting the common property line shared by the Grantor's Property and an adjacent tract of land described as Lot 10R, Block 20, MIRA VISTA ADDITION, according to the Plat recorded in Cabinet B, Slide 1317, Plat Records, Tarrant County, Texas.

**EASEMENT PURPOSES:**

For providing free and uninterrupted access over, upon and across the Easement Property to, from, and between Crooked Stick Drive (Lot 1, Block 20A) and the Dominant Estate Property, for the benefit of Grantee and Grantee's agents, contractors, employees, successors and assigns.

**CONSIDERATION:**

An amount not to exceed Four Hundred Fifty Dollars (\$450.00) annually.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Easements, rights of way and prescriptive rights, whether of record or not, that affect the Easement Property, and the rights reserved by Grantor herein.

Grantor, for the consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee an easement over, upon and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, and portions thereof, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the easement to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, except as to the Reservations From and Exceptions to Conveyance and Warranty. The following terms and conditions shall apply to the easement:

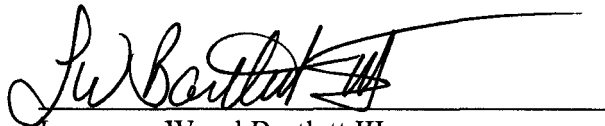
1. ***Character of Easement.*** The easement granted is appurtenant to, and shall run with, the Dominant Estate Property, and portions thereof, whether or not such easement is referenced in any conveyance of the Dominant Estate Property, and/or any portion thereof.
2. ***Duration of Easement.*** The easement shall be perpetual.
3. ***Exclusiveness of Easement.*** The easement is non-exclusive, and Grantor reserves for Grantor and Grantor's successors and assigns the right to convey the same or other rights and/or easements to others, so long as such further conveyance is subject to this grant.
4. ***Maintenance.*** Except for any damage to the Easement Property caused by Grantee (which shall be repaired by Grantee), improvement and maintenance of the Easement Property shall be at the sole expense of the Grantor.

5. ***Rights Reserved.*** Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes which do not interfere with or interrupt the use or enjoyment of the easement.
6. ***Attorneys' Fees.*** Any party to this Agreement who is the prevailing party in any legal proceeding against the other party brought under or in connection with this Agreement or the subject matter hereof, shall be additionally entitled to recover court costs and reasonable attorneys' fees, and all other litigation expenses, including deposition costs, travel and expert witness fees, from the non-prevailing party.
7. ***Binding Effect.*** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors, and assigns.
8. ***Choice of Law.*** This Agreement shall be subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state. Each party submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in the county in which the Easement Property is situated.
9. ***Counterparts.*** This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.
10. ***Effect of Waiver or Consent.*** No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.
11. ***Further Assurances.*** In connection with this Agreement, as well as all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions and conditions of this Agreement.
12. ***Integration.*** This Agreement contains the complete agreement between the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

13. ***Legal Construction.*** In case any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, to the extent such invalidity, illegality or unenforceability does not destroy the basis of the bargain among the parties, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa. The paragraph headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any paragraph. This Agreement shall not be construed more or less favorably between the parties by reason of authorship or origin of language.
14. ***Notices.*** Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient to the address shown herein, and if not so shown, at the last known address according to the records of the party delivering the notice. Notice given in any other manner shall be effective only if and when received by the addressee. Any address for notice may be changed by written notice delivered as provided herein.
15. ***Equitable Rights of Enforcement.*** In the event of any interference with the easement, such easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting such interference and commanding compliance hereof, which restraining orders and injunctions shall be obtainable upon proof of the existence of such interference or threatened interference, and without the necessity of proof of inadequacy of legal remedies or irreparable harm, and shall be obtainable only by the parties hereto or those benefited hereby; provided, however, nothing herein shall be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

Executed to be effective as of the date first above written.

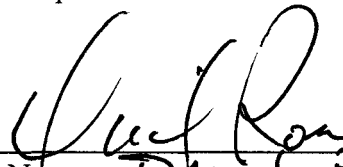
**GRANTOR:**

  
Laurence Wood Bartlett III

  
Debra Bartlett

**GRANTEE:**

***MIRA VISTA HOMEOWNERS  
ASSOCIATION, INC.,***  
a Texas corporation

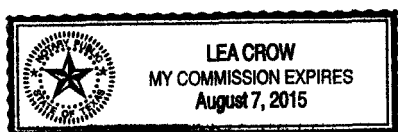
By:   
Printed Name: David Ross  
Title: Authorized Representative

***After recording, please return to:***

Nicholas S. Pappas  
Bruner & Pappas, L.L.P.  
3700 West 7<sup>th</sup> Street  
Fort Worth, Texas 76107

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

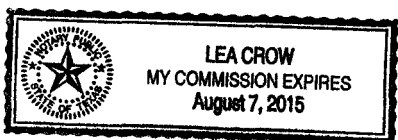
This instrument was acknowledged before me on the 28 day of May 2013, by DEBRA BARTLETT.



Lea Crow  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

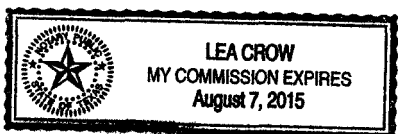
This instrument was acknowledged before me on the 28 day of May 2013, by LAURENCE WOOD BARTLETT III.



Lea Crow  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 28 day of May 2013, by David Ross, as authorized representative of MIRA VISTA HOMEOWNERS ASSOCIATION, INC., a Texas corporation, on behalf of said corporation.



Lea Crow  
Notary Public, State of Texas



**EXHIBIT "A"**

**DOMINANT ESTATE PROPERTY**

A portion of Lot 17, Block G, Mira Vista Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Cabinet A, Slide 1939, Plat Records, Tarrant County, Texas, and more particularly described as follows:

Beginning at a point at the northwesterly most corner of Lot 12, Block 20, thence north 22°01'11" east 67.12 feet, thence south 67°58'49" east 137.65 feet, thence south 30°28'13" east 143.67 feet, thence south 02°20'54" east 35.96 feet, thence south 34°00'48" east, 164.05 feet, thence south 11°17'19" east 109.14 feet, thence south 73°40'01" east 30.13 feet;

Thence south 16°19'59" west approximately 159.40 feet to point of intersection with rear boundary line of Lot 9, Block 20, Mira Vista Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Cabinet A, Slide 1939, Plat Records. Tarrant County, Texas;

Thence north 13°09'08" west approximately 91.05 feet to the northeasterly most corner of Lot 9, Block 20, Mira Vista Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Cabinet A, Slide 1939, Plat Records, Tarrant County, Texas;

Thence north 78°23'02" west 127.71 feet, thence north 33°56'43" west 61.53 feet along the right-of-way of Lot 1, Block 20A, Mira Vista Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Cabinet A, Slide 1939, Plat Records, Tarrant County, Texas, to its point of intersection with the southwesterly most corner of Lot 10, Block 20, Mira Vista Addition to the City of Fort Worth, Tarrant County, Texas according to the Plat recorded in Cabinet A, Slide 1939, Plat Records, Tarrant County, Texas;

Thence north 56°03'17" east 108.70 feet to corner of Lot 10, Block 20, Mira Vista Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Cabinet A, Slide 1939, Plat Records, Tarrant County, Texas,

Thence north 30°52'55" west 104.61 feet, thence north 18°38'15" west 113.63 feet, thence north 25°50'11" west 108.85 feet, thence north 71°41'58" west 102.06 feet to the Point of Beginning.

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

NICHOLS S PAPPAS PC  
3700 W 7TH STREET  
FTW, TX 76107

Submitter: NICHOLS S PAPPAS PC

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 6/10/2013 1:33 PM

Instrument #: D213147413

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PGS

\$40.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D213147413

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

7pgs

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**EASEMENT AGREEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §  
                                  w/ol

This EASEMENT AGREEMENT (this "Agreement") is entered into effective as of the 15<sup>th</sup> day of ~~June~~<sup>August</sup>, 2018 (the "Effective Date"), between NICHOLAS WANZOR and JOLYNN WANZOR, husband and wife, whose mailing address is 6782 Sawgrass Drive, Fort Worth, Texas 76132 ("Grantor"), and MIRA VISTA HOMEOWNERS ASSOCIATION, INC., a Texas corporation, whose mailing address is 6610 Bryant Irvin Road, Suite 300, Fort Worth, Texas 76132 ("Grantee").

**RECITALS:**

WHEREAS, Grantor owns that certain tract of real property located at 6782 Sawgrass Drive, Fort Worth, Texas 76132 and more particularly described as Lot 15, block 29, Mira Vista Addition, an addition to the city of Fort Worth, Texas, according to the plat recorded in cabinet A, Slide 3532, plat records of Tarrant County, Texas ("Grantor's Property").

WHEREAS, Grantee desires to use the portion of Grantor's Property depicted on Exhibit A and Exhibit B (the "Easement Property"); and

WHEREAS, Grantors are willing to grant to Grantee a non-exclusive, perpetual, rent-free easement over, on, and across the Easement Property on the terms and conditions set forth in this Agreement for the purpose of allowing pedestrian and recreational use of the Easement Property by the Members of Grantee as a Common Property, as defined in the Declaration of Covenants, Conditions and Restrictions for Mira Vista, recorded in Book 9074, Page 1082, Document Number D187393091 of the real property records of Tarrant County, Texas, together with all amendments and supplements thereto (the "Easement Purpose").

**AGREEMENT:**

Now, therefore, for and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants contained herein, Grantor and Grantee agree as follows:

1. *Grant of Easement.* Subject to the terms and conditions of this Agreement, Grantor hereby grants, sells, and conveys to Grantee a perpetual, non-exclusive, rent-free easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Easement to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, by, through, or under Grantor, but not otherwise. This conveyance and the special warranty of title herein is subject to all matters of record affecting the Easement Property and recorded in the Real Property records of Tarrant County, Texas. The Easement and this Agreement are hereby expressly acknowledged as being part of the Property.

2. *Character of Easement.* The Easement is appurtenant to and runs with the Easement Property, whether or not the Easement is referenced or described in any conveyance of all or any portion of the property.

3. *Reservation of Rights.* Grantee's right to use the Easement Property is nonexclusive, and Grantor reserves the right to use all or part of the Easement Property as long as such use by Grantor does not unreasonably interfere with the use of the Easement Property by Grantee for the Easement Purpose.

4. *Maintenance of Easement Property.* Grantee agrees to assume the obligation to maintain the Easement Property in the same manner that it maintains the Common Properties of the neighborhood. Grantee shall have the right to reconstruct, repair, maintain, replace, and/or monitor the recreational trail on the Easement Property and perform such clearing of grass, trees, and/or vegetation on the Easement Property as is reasonably necessary for the Easement Purposes. Grantee shall not unreasonably cut or remove additional vegetation, except for dead, dying, or diseased vegetation that poses a risk to users of the Easement Property or to the condition of the Easement Property.

5. *Fencing, Barriers, and Signs.* Grantee, with Grantors' prior written consent, may erect and maintain fencing and barriers within the Easement Property as may be reasonably necessary to prevent access to the Easement Property by motor vehicles and/or to discourage pets from straying from the Easement Property onto Grantors' or other adjacent landowners' properties. Grantors shall not unreasonably withhold consent. Grantors shall not erect fences, barriers, or signs that impede access to or use of the recreational trail on the Easement Property.

6. *Trash.* There shall be no placement, collection, or storage of trash, chemicals, hazardous, or toxic substances, or any other unsightly materials within the Easement Property.

7. *No Dedication to Public.* The Easement granted herein is solely to benefit the Members use of the Common Properties, to be used in a manner similar to that of Grantee's other Common Properties, and is not intended to grant any right to the public. Grantee agrees that nothing herein shall be construed as giving it any interest in any award or payment made to Grantor in connection with any exercise of eminent domain or transfer in lieu thereof affecting Grantor's Property.

8. *Governing Law.* This Agreement shall be subject to and governed by the laws of Texas without regard to its principals of conflicts of law. The parties agree to the exclusive jurisdiction of the courts of Tarrant County, Texas with regard to the resolution of any matters arising hereunder.

9. *Binding Effect.* This Agreement binds and inures to the benefit of the parties and their respective heirs, successors, and assigns.

10. *Recitals.* Any recitals in this Agreement are represented by the parties to be accurate and constitute a part of the substantive agreement.

11. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

12. *Integration.* This Agreement contains the complete agreement between the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

Executed to be effective as of the date first above written.

GRANTOR:

Nicholas Wanzor  
NICHOLAS WANZOR

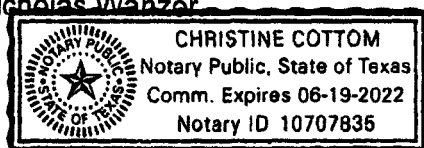
Jolynn Wanzor  
JOLYNN WANZOR

THE STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the 15<sup>th</sup> day of <sup>August</sup> ~~June~~, 2018,  
by Nicholas Wanzor. *in DW*



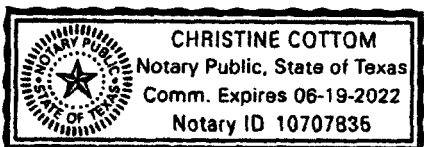
Christine Cottom  
Notary Public, State of Texas

THE STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the 15<sup>th</sup> day of <sup>August</sup> ~~June~~, 2018,  
by Jolynn Wanzor. *in JW*



Christine Cottom  
Notary Public, State of Texas

GRANTEE:

Mira Vista Homeowners Association, Inc.

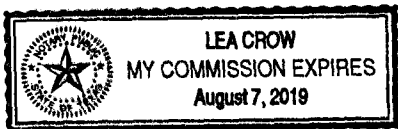
By:   
David Ross, Authorized Representative

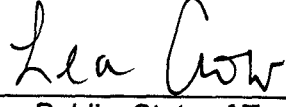
THE STATE OF TEXAS

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§

COUNTY OF TARRANT

This instrument was acknowledged before me on the 14<sup>th</sup> day of ~~June~~ <sup>September</sup>, 2018, by David Ross, authorized representative of Mira Vista Homeowners Association, Inc., a Texas corporation, on behalf of said corporation.



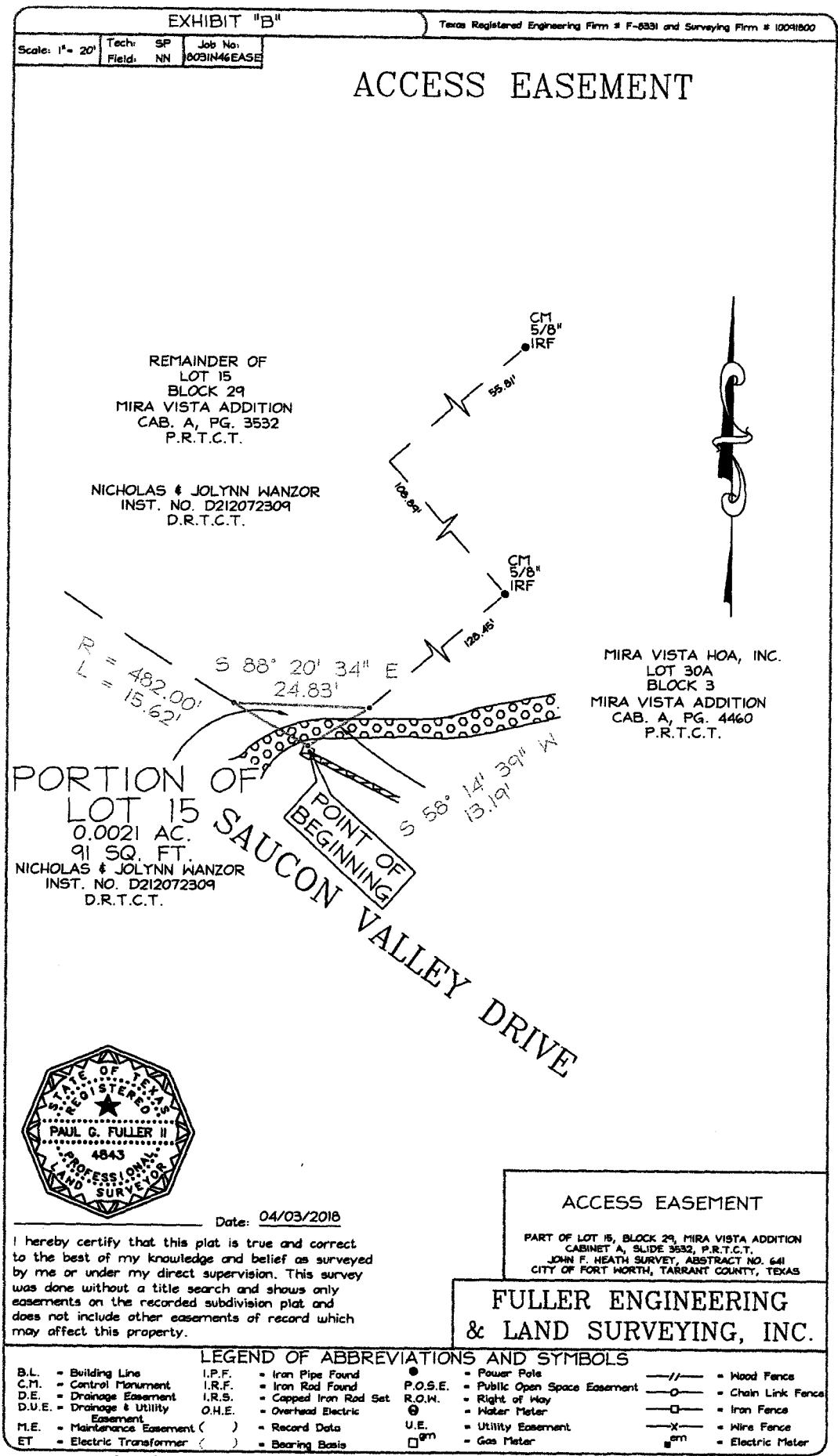
  
Notary Public, State of Texas

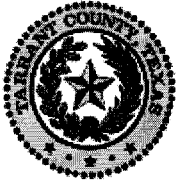
After recording, return to:

Brittani W. Rollen  
McDonald Sanders, P.C.  
777 Main Street, Suite 1300  
Fort Worth, Texas 76102

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                   |                                                                                                                       |                                                                              |                                                                                                                                                                           |  |                                     |  |  |  |  |  |                                                                                                                                                                                 |                                                                                                                                                   |                                                                                                                       |                                                                              |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------|--|--|--|--|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|--|--|
| EXHIBIT "A"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                   |                                                                                                                       |                                                                              | Texas Registered Engineering Firm # F-5331 and Surveying Firm # 10091800                                                                                                  |  |                                     |  |  |  |  |  |                                                                                                                                                                                 |                                                                                                                                                   |                                                                                                                       |                                                                              |  |  |
| Scale: 1" = 20'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Tech:<br>Field:                                                                                                                                   | SP<br>NN                                                                                                              | Job No:<br>803IN46EASE                                                       | ACCESS EASEMENT                                                                                                                                                           |  |                                     |  |  |  |  |  |                                                                                                                                                                                 |                                                                                                                                                   |                                                                                                                       |                                                                              |  |  |
| <p>BEING A PORTION OF A TRACT OF LAND OUT OF THE JOHN F. HEATH SURVEY, ABSTRACT NO. 641 AND A PORTION OF A TRACT OF LAND CONVEYED TO NICHOLAS AND JOLYNN WANZOR, RECORDED IN INSTRUMENT NO. D212072309, DEED RECORDS OF TARRANT COUNTY, TEXAS (DRTCT), ALSO BEING A PORTION OF LOT 15, BLOCK 29, MIRA VISTA ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 3532, PLAT RECORDS OF TARRANT COUNTY, TEXAS (PRTCT) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:</p> <p>BEGINNING AT A POINT FOR THE SOUTH CORNER OF SAID LOT 15, SAID POINT ALSO BEING IN THE NORTHEAST LINE OF SAUCON VALLEY DRIVE, SAID POINT ALSO BEING A WESTERLY CORNER OF A TRACT OF LAND CONVEYED TO MIRA VISTA HOA, INC., ALSO KNOWN AS LOT 30A, BLOCK 3, MIRA VISTA ADDITION, ACCORDING TO THE PLAT RECORDED IN CABINET A, PAGE. 4460, PRTCT, FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS S 58° 14' 39" W 141.64 FEET FROM THE EASTERN CORNER OF THE SAID LOT 15, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WHOSE RADIUS IS 482.00 FEET, CHORD BEARING AND DISTANCE IS N 60° 37' 58" W - 15.62' ;</p> <p>THENCE WITH THE SOUTHWESTERLY LINE OF THE HEREIN DESCRIBED TRACT OF LAND AND THE SAID NORTHEASTERLY LINE OF SAUCON VALLEY DRIVE, AN ARC DISTANCE OF 15.62 FEET TO A POINT FOR THE WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AND A POINT ON THE WESTERLY LINE OF SAID LOT 15;</p> <p>THENCE S 88° 20' 34" E, WITH THE NORTH LINE OF THE HEREIN DESCRIBED TRACT OF LAND AND ACROSS SAID LOT 15, A DISTANCE OF 24.83 FEET TO A POINT FOR THE EAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AND A POINT ON A NORTHWESTERLY LINE OF SAID LOT 30A;</p> <p>THENCE S 58° 14' 39" W, WITH EAST LINE OF THE HEREIN DESCRIBED TRACT OF LAND AND THE SAID NORTHWESTERLY LINE OF LOT 30A, A DISTANCE 13.19 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.021 ACRES (91 SQ.FT). MORE OR LESS.</p> |                                                                                                                                                   |                                                                                                                       |                                                                              |                                                                                                                                                                           |  |                                     |  |  |  |  |  |                                                                                                                                                                                 |                                                                                                                                                   |                                                                                                                       |                                                                              |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                   |                                                                                                                       |                                                                              | ACCESS EASEMENT                                                                                                                                                           |  |                                     |  |  |  |  |  |                                                                                                                                                                                 |                                                                                                                                                   |                                                                                                                       |                                                                              |  |  |
| Date: 04/03/2018                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                   |                                                                                                                       |                                                                              | PART OF LOT 15, BLOCK 29, MIRA VISTA ADDITION<br>CABINET A, SLIDE 3532, P.R.T.C.T.<br>JOHN F. HEATH SURVEY, ABSTRACT NO. 641<br>CITY OF FORT WORTH, TARRANT COUNTY, TEXAS |  |                                     |  |  |  |  |  |                                                                                                                                                                                 |                                                                                                                                                   |                                                                                                                       |                                                                              |  |  |
| I hereby certify that this plat is true and correct to the best of my knowledge and belief as surveyed by me or under my direct supervision. This survey was done without a title search and shows only easements on the recorded subdivision plat and does not include other easements of record which may affect this property.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                   |                                                                                                                       |                                                                              | <b>FULLER ENGINEERING<br/>&amp; LAND SURVEYING, INC.</b>                                                                                                                  |  |                                     |  |  |  |  |  |                                                                                                                                                                                 |                                                                                                                                                   |                                                                                                                       |                                                                              |  |  |
| <table border="0" style="width: 100%; font-size: 0.8em;"><tr><td colspan="6" style="text-align: center;">LEGEND OF ABBREVIATIONS AND SYMBOLS</td></tr><tr><td style="vertical-align: top;">B.L. = Building Line<br/>C.M. = Control Monument<br/>D.E. = Drainage Easement<br/>D.U.E. = Drainage &amp; Utility Easement<br/>M.E. = Maintenance Easement<br/>ET = Electric Transformer</td><td style="vertical-align: top;">I.P.F. = Iron Pipe Found<br/>I.R.F. = Iron Rod Found<br/>I.R.S. = Capped Iron Rod Set<br/>O.H.E. = Overhead Electric<br/>Record Data<br/>Bearing Basis</td><td style="vertical-align: top;">P.O.S.E. = Public Open Space Easement<br/>R.O.W. = Right of Way<br/>Water Meter<br/>U.E. = Utility Easement<br/>Gas Meter</td><td style="vertical-align: top;">Power Pole<br/>Chain Link Fence<br/>Iron Fence<br/>Wire Fence<br/>Electric Meter</td><td colspan="2"></td></tr></table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                   |                                                                                                                       |                                                                              |                                                                                                                                                                           |  | LEGEND OF ABBREVIATIONS AND SYMBOLS |  |  |  |  |  | B.L. = Building Line<br>C.M. = Control Monument<br>D.E. = Drainage Easement<br>D.U.E. = Drainage & Utility Easement<br>M.E. = Maintenance Easement<br>ET = Electric Transformer | I.P.F. = Iron Pipe Found<br>I.R.F. = Iron Rod Found<br>I.R.S. = Capped Iron Rod Set<br>O.H.E. = Overhead Electric<br>Record Data<br>Bearing Basis | P.O.S.E. = Public Open Space Easement<br>R.O.W. = Right of Way<br>Water Meter<br>U.E. = Utility Easement<br>Gas Meter | Power Pole<br>Chain Link Fence<br>Iron Fence<br>Wire Fence<br>Electric Meter |  |  |
| LEGEND OF ABBREVIATIONS AND SYMBOLS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                   |                                                                                                                       |                                                                              |                                                                                                                                                                           |  |                                     |  |  |  |  |  |                                                                                                                                                                                 |                                                                                                                                                   |                                                                                                                       |                                                                              |  |  |
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| 2411 GARDEN PARK COURT, ARLINGTON, TX. 76013 - PH# (817)856-2442, FAX# (817)451-5676                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                   |                                                                                                                       |                                                                              |                                                                                                                                                                           |  |                                     |  |  |  |  |  |                                                                                                                                                                                 |                                                                                                                                                   |                                                                                                                       |                                                                              |  |  |







MARY LOUISE GARCIA  
COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

MCDONALD SANDERS  
777 MAIN ST  
FT WORTH,, TX 76102

Submitter: MCDONALD SANDERS

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 9/27/2018 10:45 AM

Instrument #: D218215225

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PGS

\$40.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D218215225

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**EASEMENT AGREEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

This EASEMENT AGREEMENT (this "**Agreement**") is entered into effective as of the 28<sup>th</sup> day of March, 2019 (the "**Effective Date**"), between GLENDARROCH HOMES, L.L.C., a Texas limited liability company, mailing address of 3750 S. University Drive, Suite 200, Fort Worth, Texas 76109-3701 ("**Grantor**"), and MIRA VISTA HOMEOWNERS ASSOCIATION, INC., a Texas corporation, mailing address of 6610 Bryant Irvin Road, Suite 300, Fort Worth, Texas 76132 ("**Grantee**").

**RECITALS:**

WHEREAS, Grantor owns that certain tract of real property located at 7020 Shinnecock Hills Drive, Fort Worth, Texas 76132 and more particularly described as Lot 6, block 38, Mira Vista Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in cabinet A, Slide 5360, plat records of Tarrant County, Texas ("**Grantor's Property**").

WHEREAS, Grantee desires to use the portion of Grantor's Property depicted on Exhibit A and Exhibit B (the "**Easement Property**"); and

WHEREAS, Grantors are willing to grant to Grantee a non-exclusive, perpetual, rent-free easement over, on, and across the Easement Property on the terms and conditions set forth in this Agreement for the purpose of allowing pedestrian and recreational use of the Easement Property by the Members of Grantee as a Common Property, as defined in the Declaration of Covenants, Conditions and Restrictions for Mira Vista, recorded in Book 9074, Page 1082, Document Number D187393091 of the real property records of Tarrant County, Texas, together with all amendments and supplements thereto (the "**Easement Purpose**").

**AGREEMENT:**

Now, therefore, for and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants contained herein, Grantor and Grantee agree as follows:

1. *Grant of Easement.* Subject to the terms and conditions of this Agreement, Grantor hereby grants, sells, and conveys to Grantee a perpetual, non-exclusive, rent-free easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "**Easement**"), to have and to hold the Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Easement to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, by, through, or under Grantor, but not otherwise. This conveyance and the special warranty of title herein is subject to all matters of record affecting the Easement Property and recorded in the Real Property records of Tarrant County, Texas. The Easement and this Agreement are hereby expressly acknowledged as being part of the Property.

2. *Character of Easement.* The Easement is appurtenant to and runs with the Easement Property, whether or not the Easement is referenced or described in any conveyance of all or any portion of the property.

3. *Reservation of Rights.* Grantee's right to use the Easement Property is nonexclusive, and Grantor reserves the right to use all or part of the Easement Property as long as such use by Grantor does not unreasonably interfere with the use of the Easement Property by Grantee for the Easement Purpose.

4. *Maintenance of Easement Property.* Grantee agrees to assume the obligation to maintain the Easement Property in the same manner that it maintains the Common Properties of the neighborhood. Grantee shall have the right to reconstruct, repair, maintain, replace, and/or monitor the recreational trail on the Easement Property and perform such clearing of grass, trees, and/or vegetation on the Easement Property as is reasonably necessary for the Easement Purposes. Grantee shall not unreasonably cut or remove additional vegetation, except for dead, dying, or diseased vegetation that poses a risk to users of the Easement Property or to the condition of the Easement Property.

5. *Fencing, Barriers, and Signs.* Grantee, with Grantors' prior written consent, may erect and maintain fencing and barriers within the Easement Property as may be reasonably necessary to prevent access to the Easement Property by motor vehicles and/or to discourage pets from straying from the Easement Property onto Grantors' or other adjacent landowners' properties. Grantors shall not unreasonably withhold consent. Grantors shall not erect fences, barriers, or signs that impede access to or use of the recreational trail on the Easement Property.

6. *Trash.* There shall be no placement, collection, or storage of trash, chemicals, hazardous, or toxic substances, or any other unsightly materials within the Easement Property.

7. *No Dedication to Public.* The Easement granted herein is solely to benefit the Members use of the Common Properties, to be used in a manner similar to that of Grantee's other Common Properties, and is not intended to grant any right to the public. Grantee agrees that nothing herein shall be construed as giving it any interest in any award or payment made to Grantor in connection with any exercise of eminent domain or transfer in lieu thereof affecting Grantor's Property.

8. *Governing Law.* This Agreement shall be subject to and governed by the laws of Texas without regard to its principals of conflicts of law. The parties agree to the exclusive jurisdiction of the courts of Tarrant County, Texas with regard to the resolution of any matters arising hereunder.

9. *Binding Effect.* This Agreement binds and inures to the benefit of the parties and their respective heirs, successors, and assigns.

10. *Recitals.* Any recitals in this Agreement are represented by the parties to be accurate and constitute a part of the substantive agreement.

11. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

12. *Integration.* This Agreement contains the complete agreement between the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

Executed to be effective as of the date first above written.

**GRANTOR:**

Glendarroch Homes, L.L.C.

By: \_\_\_\_\_

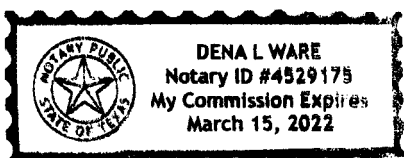
*Tom Bates*  
Thomas R. Bates, III  
Authorized Representative

THE STATE OF TEXAS

§  
§  
§

COUNTY OF TARRANT

This instrument was acknowledged before me on the 28th day of March, 2019, by Thomas R. Bates, III, authorized representative of Glendarroch Homes, L.L.C., a Texas limited liability company, on behalf of said company.



*[Signature]*  
\_\_\_\_\_  
Notary Public, State of Texas

**GRANTEE:**

Mira Vista Homeowners Association, Inc.

By: \_\_\_\_\_

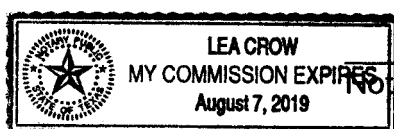
*David Ross*  
David Ross, Authorized Representative

THE STATE OF TEXAS

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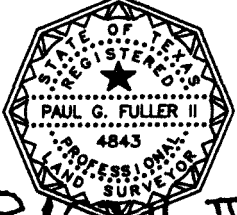
COUNTY OF TARRANT

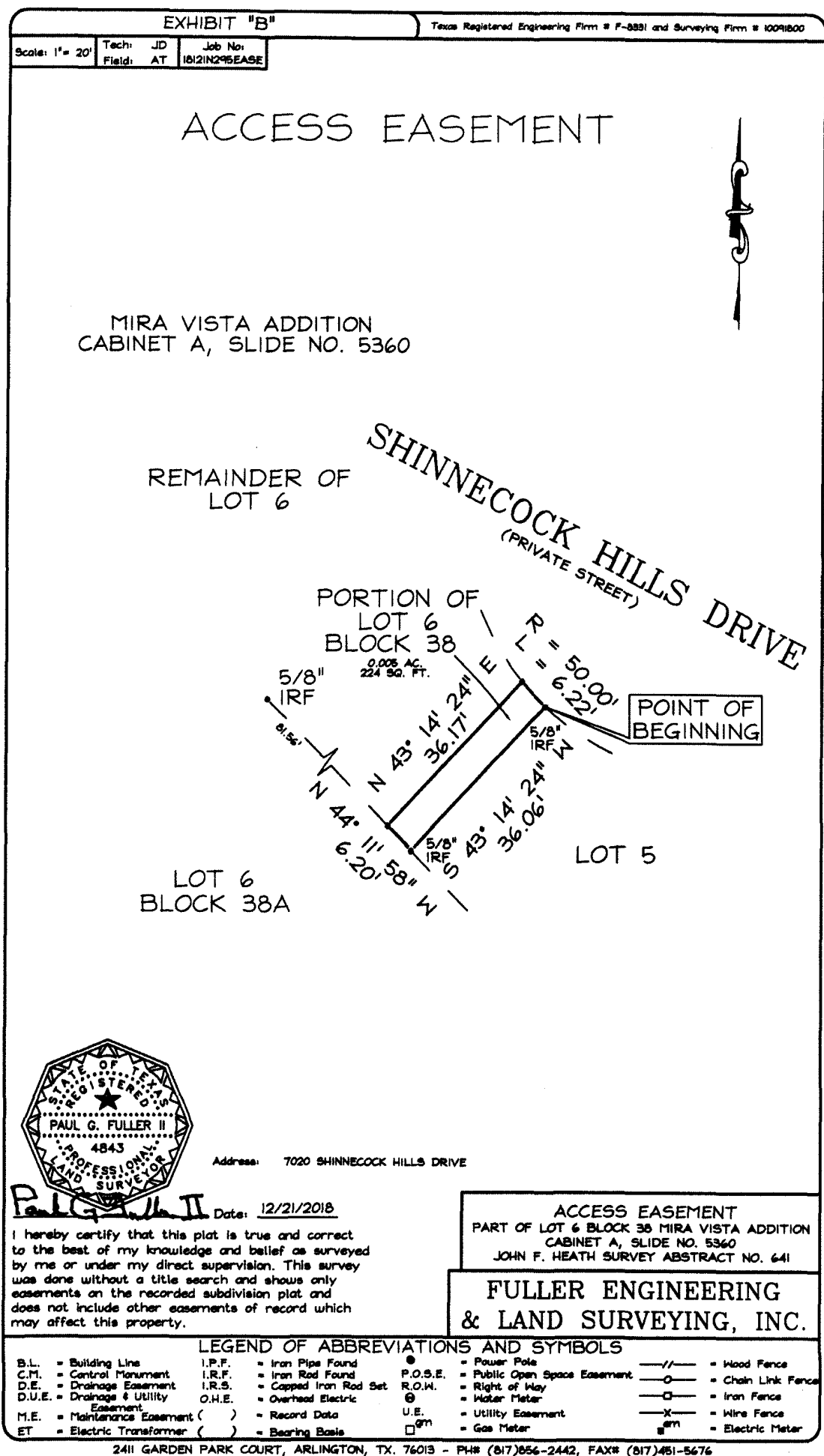
This instrument was acknowledged before me on the 26th day of March, 2019, by David Ross, authorized representative of Mira Vista Homeowners Association, Inc., a Texas corporation, on behalf of said corporation.



*Lea Crow*  
\_\_\_\_\_  
Notary Public, State of Texas

After recording, return to:  
Brittani W. Rollen  
McDonald Sanders, P.C.  
777 Main Street, Suite 1300  
Fort Worth, Texas 76102

| EXHIBIT "A"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                               |                                                                                                               | Texas Registered Engineering Firm # F-8831 and Surveying Firm # 10091800 |                                                                                                                                                                                 |                                                                                                                                                               |                                                                                                               |
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| Scale: 1" = 20'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Tech: JD<br>Field: AT                                                                                                                                         | Job No:<br>1812IN295EASE                                                                                      |                                                                          |                                                                                                                                                                                 |                                                                                                                                                               |                                                                                                               |
| <b>METES AND BOUNDS DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                               |                                                                                                               |                                                                          |                                                                                                                                                                                 |                                                                                                                                                               |                                                                                                               |
| <p>BEING a portion of Lot 6, Block 38, Mira Vista Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 5360, Plat Records of Tarrant County, Texas, and being more particularly described by metes and bounds as follows:</p> <p>BEGINNING at a 5/8 inch iron rod found for the east corner of the herein described tract of land and the north corner of Lot 5, said Block 38, said iron rod also being in the southwest line of Shinnecock Hills Drive (Private Street);</p> <p>THENCE S 43°14'24" W, with the southeast line of the herein described tract of land and the northwest line of said Lot 5, a distance of 36.06 feet to a 5/8 inch iron rod found for the south corner of the herein described tract of land and the west corner of said Lot 5, said iron rod also being in the northeast line of Lot 6, Block 38A;</p> <p>THENCE N 44°11'58" W, with the southwest line of the herein described tract of land and the said northeast line of Lot 6, Block 38A, a distance of 6.20 feet to a point for the west corner of the herein described tract of land and the south corner of the remainder of said Lot 6, Block 38;</p> <p>THENCE N 43°14'24" E, with the northwest line of the herein described tract of land and the southeast line of the said remainder of Lot 6, a distance of 36.17 feet to a point for the north corner of the herein described tract of land and the east corner of the said remainder of Lot 6, said point also being in the said southwest line of Shinnecock Hills Drive and at the beginning of a non-tangent curve to the left whose radius is 50.00 feet and whose chord bears S 43°11'54" E, 6.21 feet;</p> <p>THENCE in a southeasterly direction with the northeast line of the herein described tract of land and the said southwest line of Shinnecock Hills Drive, also with the said non-tangent curve to the left, an arc distance of 6.22 feet to the POINT OF BEGINNING and containing 0.005 acres (224 square feet) of land, more or less.</p> |                                                                                                                                                               |                                                                                                               |                                                                          |                                                                                                                                                                                 |                                                                                                                                                               |                                                                                                               |
| <div style="display: flex; justify-content: space-between; align-items: flex-start;"><div style="width: 30%; text-align: center;"><br/><b>PAUL G. FULLER II</b><br/>Date: <u>12/21/2018</u></div><div style="width: 65%;"><p style="text-align: right; margin-right: 20px;">Address: 7020 SHINNECOCK HILLS DRIVE</p><div style="border: 1px solid black; padding: 5px; margin: 10px 0; text-align: center; font-size: 0.8em;">ACCESS EASEMENT<br/>PART OF LOT 6 BLOCK 38 MIRA VISTA ADDITION<br/>CABINET A, SLIDE NO. 5360<br/>JOHN F. HEATH SURVEY ABSTRACT NO. 641</div><div style="border: 1px solid black; padding: 5px; margin: 10px 0; text-align: center; font-weight: bold; font-size: 1.1em;">FULLER ENGINEERING<br/>&amp; LAND SURVEYING, INC.</div></div></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                               |                                                                                                               |                                                                          |                                                                                                                                                                                 |                                                                                                                                                               |                                                                                                               |
| <p>I hereby certify that this plat is true and correct to the best of my knowledge and belief as surveyed by me or under my direct supervision. This survey was done without a title search and shows only easements on the recorded subdivision plat and does not include other easements of record which may affect this property.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                               |                                                                                                               |                                                                          |                                                                                                                                                                                 |                                                                                                                                                               |                                                                                                               |
| <b>LEGEND OF ABBREVIATIONS AND SYMBOLS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                               |                                                                                                               |                                                                          |                                                                                                                                                                                 |                                                                                                                                                               |                                                                                                               |
| <table style="width: 100%; border: none;"><tr><td style="width: 33%; vertical-align: top;">B.L. = Building Line<br/>C.M. = Control Monument<br/>D.E. = Drainage Easement<br/>D.U.E. = Drainage &amp; Utility Easement<br/>M.E. = Maintenance Easement<br/>ET = Electric Transformer</td><td style="width: 33%; vertical-align: top;">I.P.F. = Iron Pipe Found<br/>I.R.F. = Iron Rod Found<br/>I.R.S. = Capped Iron Rod Set<br/>O.H.E. = Overhead Electric<br/>( ) = Record Data<br/>( ) = Bearing Basis</td><td style="width: 33%; vertical-align: top;">P.O.S.E. = Public Open Space Easement<br/>R.O.W. = Right of Way<br/>U.E. = Utility Easement<br/>G.M. = Gas Meter</td></tr></table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                               |                                                                                                               |                                                                          | B.L. = Building Line<br>C.M. = Control Monument<br>D.E. = Drainage Easement<br>D.U.E. = Drainage & Utility Easement<br>M.E. = Maintenance Easement<br>ET = Electric Transformer | I.P.F. = Iron Pipe Found<br>I.R.F. = Iron Rod Found<br>I.R.S. = Capped Iron Rod Set<br>O.H.E. = Overhead Electric<br>( ) = Record Data<br>( ) = Bearing Basis | P.O.S.E. = Public Open Space Easement<br>R.O.W. = Right of Way<br>U.E. = Utility Easement<br>G.M. = Gas Meter |
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| 2411 GARDEN PARK COURT, ARLINGTON, TX. 76013 - PH# (817)556-2442, FAX# (817)451-5676                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                               |                                                                                                               |                                                                          |                                                                                                                                                                                 |                                                                                                                                                               |                                                                                                               |



ACCESS EASEMENT

MIRA VISTA ADDITION  
CABINET A, SLIDE NO. 5360

SHINNECOCK HILLS DRIVE  
(PRIVATE STREET)

REMAINDER OF LOT 6

PORTION OF LOT 6 BLOCK 38  
0.005 AC.  
224 SQ. FT.

POINT OF BEGINNING

LOT 5

LOT 6 BLOCK 38A

STATE OF TEXAS  
REGISTERED  
PAUL G. FULLER II  
4843  
PROFESSIONAL  
LAND SURVEYOR

Address: 7020 SHINNECOCK HILLS DRIVE

Date: 12/21/2018

I hereby certify that this plat is true and correct to the best of my knowledge and belief as surveyed by me or under my direct supervision. This survey was done without a title search and shows only easements on the recorded subdivision plat and does not include other easements of record which may affect this property.

ACCESS EASEMENT  
PART OF LOT 6 BLOCK 38 MIRA VISTA ADDITION  
CABINET A, SLIDE NO. 5360  
JOHN F. HEATH SURVEY ABSTRACT NO. 641

FULLER ENGINEERING  
& LAND SURVEYING, INC.

LEGEND OF ABBREVIATIONS AND SYMBOLS

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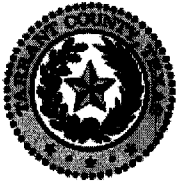
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Power Pole  
Chain Link Fence  
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2411 GARDEN PARK COURT, ARLINGTON, TX. 76013 - PH# (817)856-2442, FAX# (817)451-5676





MARY LOUISE NICHOLSON  
COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

MCDONALD SANDERS  
1300 CONTINENTAL PLAZA STE 1300  
777 MAIN ST  
FT WORTH,, TX 76102

Submitter: MCDONALD SANDERS

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 4/8/2019 11:00 AM

Instrument #: D219070800

A

7

PGS

\$36.00

By: Mary Louise Nicholson

D219070800

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.