

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

MAIN STREET VILLAGE  
[TARRANT COUNTY, TEXAS]

Declarant:    MAIN STREET TH, LTD., a Texas limited partnership

*This Declaration of Covenants, Conditions and Restrictions may be used only in connection with the residential community known as Main Street Village in Tarrant County, Texas and the operation of Main Street TH Village Homeowners Association, Inc., a Texas non-profit corporation.*

3.4.2 Petition by Owners. In addition to Service Areas which Declarant may designate, any group of Owners may petition the Board to designate their Lots as a Service Area for the purpose of receiving from the Association: (i) special benefits or services which are not provided to all Lots; or (ii) a higher level of service than the Association otherwise provides. Upon receipt of a petition signed by Owners of a Majority of the Lots within the proposed Service Area, the Board will investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and associated expenses, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge will apply at a uniform rate per Lot among all Service Areas receiving the same service). Notwithstanding the foregoing, until expiration or termination of the Development Period, the Declarant shall have the right to withhold its consent for any petition to designate Lots as a Service Area in Declarant's sole and absolute discretion. If approved by the Board, the Declarant during the Development Period, and the Owners of at least sixty-seven percent (67%) of the total number of votes held by all Lots within the proposed Service Area, the Association will provide the requested benefits or services on the terms set forth in the proposal or in a manner otherwise acceptable to the Board. The cost and administrative charges associated with such benefits or services will be assessed against the Lots within such Service Area as a Service Area Assessment.

3.4.3 The Association may, from time to time, include additional components of Improvements or Lots or remove components of Improvements or Lots from a Service Area; however, unless otherwise approved by the Declarant during the Development Period, in no event may the Association at any time remove from any Service Area components of any Improvements or Lots previously designated as a Service Area under this Declaration. During the Development Period, any addition to a Service Area must also be approved by the Declarant. After expiration or termination of the Development Period, any addition or removal of components of Improvements or Lots must be approved by two-thirds (2/3) of the total number of votes held by all Lots within a Service Area. During the Development Period, the Service Area may be modified or amended by the Declarant, acting alone. Any modification or amendment to the Service Area must be recorded in the Official Public Records of Tarrant County, Texas.

3.5 Rentals. Nothing in this Declaration will prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes; provided that: (i) all leases, including renewals, must be for terms of not less than ~~six-four~~ (64) months nor more than ~~twelve~~ (12) ~~six~~ (6) months unless approved by the Board in writing (it being agreed that the Board may not approve any extension of a lease which would cause the aggregate term of the lease, as extended, to exceed twelve (12) months from the date of commencement of the lease including renewals, which, together with the initial lease, shall not exceed twelve (12) months in the aggregate with any extension of any lease beyond six (6) months requiring

~~written approval of the Board~~); (ii) no leases shall allow occupancy by any party other than the tenant named in the lease and his or her immediate family; (iii) no overnight, daily or other short term rentals shall be allowed; and (iv) no portion of a Lot (other than the entire Lot) may be rented. In addition, it is contemplated that the Dwellings constructed in the Subdivision shall primarily be Owner occupied. Consequently, no Owner or member of any Owner Group may directly or indirectly lease or rent more than two Dwellings in the Subdivision, ~~to any person other than another member of such Owner Group without the consent of the Declarant during the Development Period, or the consent of the Association after the Development Period has ended.~~ All leases shall be in writing. The Owner must provide to its lessee copies of the Restrictions. Notice of any lease, together with such additional information as may be required by the Board, will be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. Each lease must provide, and if not expressly stated therein shall be deemed to provide, that the Board shall have the right to terminate the lease upon default by the tenant in observing any provisions of the Restrictions or upon any violation of the provisions of this Section 3.5. Regardless of whether or not expressed in the applicable lease, all Owners shall be jointly and severally liable with the tenants of such Lot to the Association for any amount which is required by the Association to effect such repairs or to pay any Claim for any injury or damage to property caused by the negligence of the tenant of such Lot or for the acts or omissions of the tenant(s) of such Lot which constitute a violation of, or non-compliance with, the provisions of the Restrictions. All leases shall comply with and be subject to the provisions of the Restrictions and the provisions of same shall be deemed expressly incorporated into any lease of a Lot. This *Section 3.5* shall also apply to assignments and renewals of leases.

**3.6 Subdividing / Combining Lots.** No Lot shall be combined, further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Reviewer; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Architectural Reviewer.

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

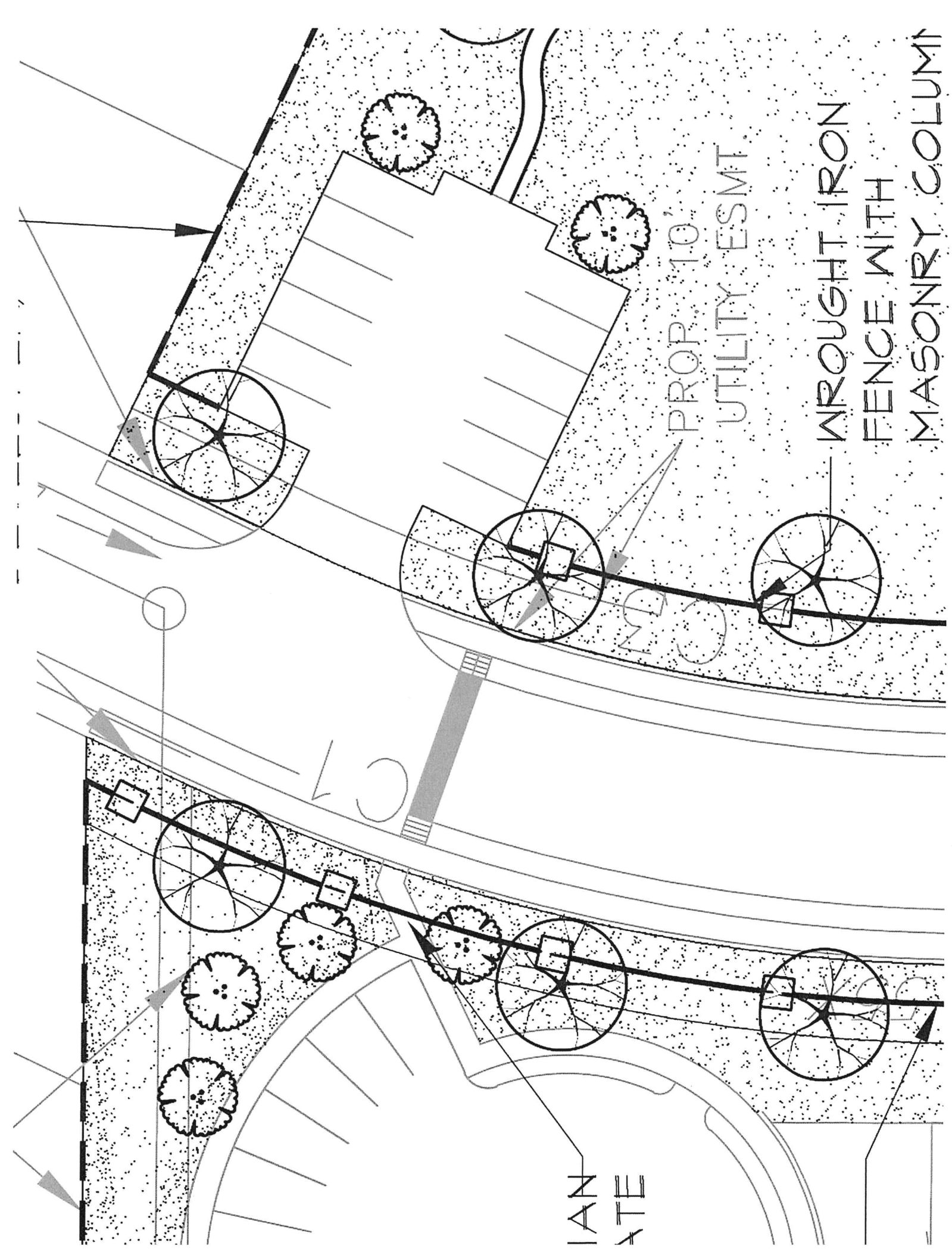
**3.8 Insurance Rates.** Nothing shall be done or kept on the Property which would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance

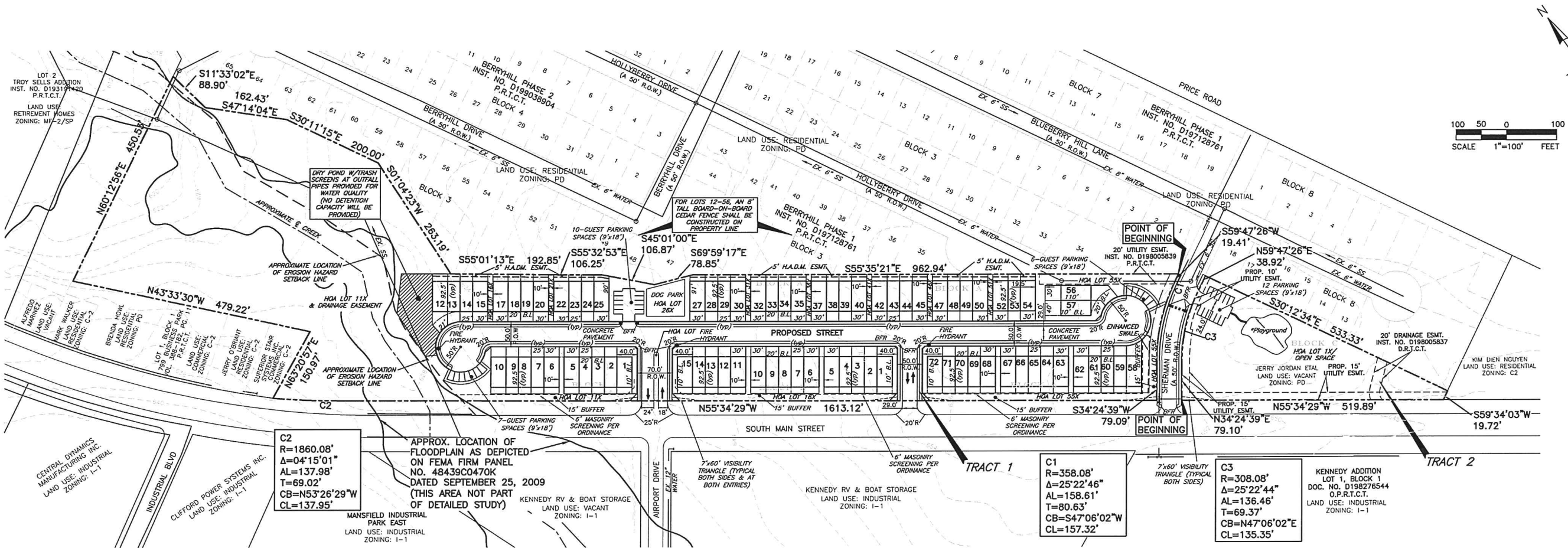
**17.2 Abandonment or Dissolution.** The Association shall not abandon the Association's obligations as established by this Declaration to maintain the Common Areas and any facilities, structures, improvements and systems appurtenant thereto that are the responsibility of the Association. The Association may not voluntarily dissolve or terminate without the prior written consent of the City.

**17.3 Amendment.** Notwithstanding anything in this Declaration to the contrary: (a) the provisions of Section 3.5 and this Article 17 shall not be modified without the prior written consent of the City; (b) this Declaration may not be amended to alter any provisions regarding the use, operation, maintenance and/or supervision of any Common Areas and any facilities, structures, improvements and systems appurtenant thereto that are the responsibility of the Association without the prior written consent of the City or otherwise; and (c) this Declaration may not be terminated without the prior written consent of the City.

**17.4 Failure of Association to Maintain Common Areas and Certain Facilities, Structures, Improvements, and Systems.** If the Association defaults or fails to perform one or more duties and obligations under this Declaration regarding the maintenance of the Common Areas and any facilities, structures, improvements and systems appurtenant thereto that are the responsibility of the Association, the City, after due notice to the Association, shall have the right but not a corresponding obligation to assume the duty to remove, maintain and/or repair the Common Areas and any facilities, structures, improvements and systems appurtenant thereto that are the responsibility of the Association, at the Association's sole cost and expense. Nothing contained herein is intended to, nor shall it be interpreted as, or deemed to waive, limit or restrict the City's authority and ability to enforce its applicable ordinances regarding the maintenance and/or repair of the Common Areas and any facilities, structures, improvements and systems appurtenant thereto that are the responsibility of the Association and to pursue any remedies available to the City under Applicable Law. In the event the City elects to maintain the Common Areas pursuant to this *Section 17.4*, then the City, its agents, representatives and employees, shall have a right of access, ingress and egress to and over the Common Areas for the purpose of maintaining and repairing the same. Neither shall the City be deemed or assumed to be the Owner or insurer of such Common Areas. In the event the City assumes the duty of performing the maintenance obligations of the Association as provided herein, then in no event, and under no circumstances, shall the City be liable to the Association or any Owner or their respective heirs, devisees, personal representatives, successors and assigns for negligent acts or omissions (excluding, however, Gross Negligence) relating in any manner to maintaining, improving and preserving the Common Areas and any facilities, structures, improvements and systems appurtenant thereto that are the responsibility of the Association. Neither shall the City be deemed or assumed to be the Owner or insurer of such Common Areas and any facilities, structures, improvements and systems appurtenant thereto that are the responsibility of the Association it specifically being and remaining the responsibility of the Association and/or any Owner to adequately maintain, warn of dangerous conditions – if any – when necessary, and to make the Common Areas and any facilities,







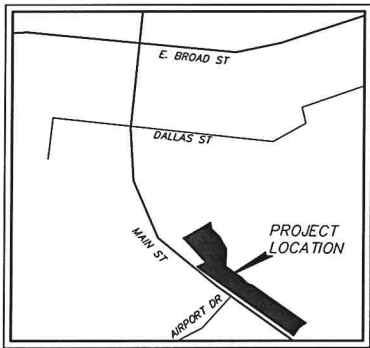
LEGEND	
---	SETBACK
---	PROPERTY LINE
R.O.W.	RIGHT-OF-WAY
(typ)	TYPICAL
R	RADIUS
B.L.	BUILDING LINE
H.A.D.M.	HOA ACCESS, DRAINAGE & MAINTENANCE EASEMENT
HOA	HOME OWNER'S ASSOCIATION
---	PROP. 5' SIDEWALK
□	MINIMUM HOUSE PAD (25'x60')

#### SITE SUMMARY

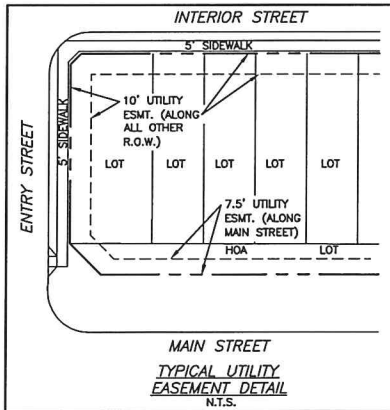
PROPOSED LAND USE:	RESIDENTIAL
TOTAL NUMBER OF LOTS:	77 RESIDENTIAL
TYPICAL LOT SIZE:	11 HOA LOTS
MINIMUM HOUSE SIZE:	25'x92.5'
MAXIMUM HEIGHT:	25'x60'
MINIMUM FLOOR AREA:	36'
MINIMUM WIDTH:	1618 Sq. Ft.
MINIMUM DEPTH:	25'
STREETS:	90'
PAVEMENT:	50' R.O.W.
GROSS AREA (ACRES):	29' B-B
AREA NET FLOODPLAIN (ACRES):	14.4
OPEN SPACE (ACRES):	8.3
FRONT SETBACK:	9.17
REAR SETBACK: (SEE NOTE 1)	20'
SIDE SETBACK:	10'
DENSITY (GROSS):	0'

—EACH FACADE WILL HAVE MINIMUM OF 85% MASONRY

—ALL HOUSE FACADES SHALL COMPLY WITH SECTION 4600 OF THE CITY OF MANSFIELD ZONING ORDINANCE.



LOCATION MAP  
N.T.S.



#### NOTES:

- 1) H.O.A. ACCESS, DRAINAGE & MAINTENANCE EASEMENT (H.A.D.M.): FOR LOTS 12-54, BLOCK A, THE REAR SETBACK FROM THE PROPERTY LINE SHALL BE 12 FEET. WITHIN THE SETBACK, THE FIRST 5 FEET FROM THE PROPERTY LINE SHALL BE AN H.O.A. ACCESS AND MAINTENANCE EASEMENT.
- 2) THIS DEVELOPMENT WILL NOT BE GATED.
- 3) SPRINKLER SYSTEMS AND FIRE ALARMS WILL BE REQUIRED.
- 4) A MANDATORY HOMEOWNERS ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE 6' MASONRY WALL ALONG SOUTH MAIN STREET; THE HOA LOTS; AND THE ENHANCED ENTRYWAY FEATURES, INCLUDING BUT NOT LIMITED TO THE MEDIAN AND MONUMENT SIGN, LANDSCAPING, ANY NON-STANDARD PAVEMENT, AND THE ENHANCED MASONRY WALL WITH SIGNAGE.
- 5) THE HOME OWNER'S ASSOCIATION AND ASSOCIATED DOCUMENTS SHALL BE FILED IN ACCORDANCE WITH THE CITY OF MANSFIELD POLICIES. THESE DOCUMENTS MUST BE REVIEWED BY THE CITY ATTORNEY PRIOR TO FILING THE FINAL PLAT. THE DOCUMENTS SHALL BE FILED WITH THE FINAL PLAT AT TARRANT COUNTY WHEN DEEMED NECESSARY BY THE ATTORNEY. THE DOCUMENTS SHALL BE SUBMITTED IN A TIMELY MANNER TO ALLOW FOR A MINIMUM OF 60 DAYS FOR REVIEW. FAILURE TO SUBMIT THE DOCUMENTS OR INCOMPLETE DOCUMENTS MAY RESULT IN DELAY OF CONSTRUCTION, ACCEPTANCE OF THE SUBDIVISION OR DELAY IN APPROVAL OF A BUILDING PERMIT. THE CITY DOES NOT ACCEPT THE RESPONSIBILITY FOR ANY DELAYS IN CONSTRUCTION, APPROVAL OR ACCEPTANCE OF THE SUBDIVISION CAUSED BY THE FAILURE TO SUBMIT THE ASSOCIATION DOCUMENTS OR THE INACCURACY OF THE DOCUMENTS.
- 6) THIS PROPOSED DEVELOPMENT WILL BE IN COMPLETE ACCORDANCE WITH THE PROVISIONS OF THE APPROVED PLANNED DEVELOPMENT DISTRICT AND ALL DEVELOPMENT PLANS RECORDED HEREUNDER SHALL BE BINDING UPON THE APPLICANT THEREOF, HIS SUCCESSORS AND ASSIGNS, AND SHALL LIMIT AND CONTROL ALL BUILDING PERMITS.
- 7) THIS DEVELOPMENT WILL BE DEVELOPED IN ONE PHASE.
- 8) ALL STREETS, PARKING AREAS AND DRIVEWAYS WILL BE CONCRETE PAVEMENT CONSTRUCTED TO MEET CITY OF MANSFIELD STANDARD DRAWINGS AND SPECIFICATIONS.
- 9) DEVELOPER WILL CLEAN UP NORTHERN GREEN SPACE (LOT 11X) AND THE HOA WILL MAINTAIN, IF AREA IS NOT DEDICATED TO THE PARK DEPARTMENT.
- 10) THE PREVISIONS OF SECTION 3.5 IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MAIN STREET VILLAGE SHALL NOT BE MODIFIED WITHOUT PRIOR WRITTEN CONSENT OF THE CITY.

\*PLAYGROUND: SHALL HAVE SMALL AMENITIES (ie. SWING-SET, BENCHES, ETC.)

ALL DRIVEWAYS WILL BE CONSTRUCTED OF CONCRETE PAVEMENT

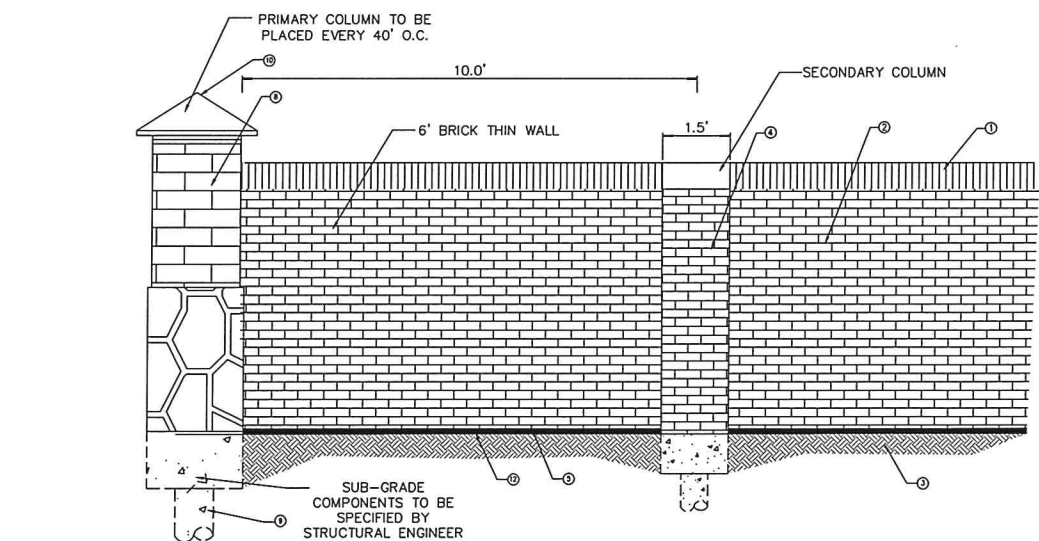
#### EXHIBIT B CASE NO. ZC#17-005 DEVELOPMENT PLAN MAIN STREET VILLAGE 16.130 ACRES 77 TOWNHOUSE LOTS OUT OF THE

T.J. HANKS SURVEY, ABSTRACT NO. 644  
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS  
JULY 2017

DEVELOPER:  
SKORBURG COMPANY  
8214 WESTCHESTER DRIVE #710  
DALLAS, TEXAS 75225  
CONTACT: NOAH FLABIANO  
(214) 212-7025

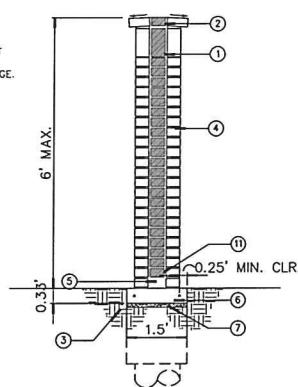
OWNER:  
PRAIRIE VISTA CORP.  
CO: SKORBURG COMPANY  
8214 WESTCHESTER DRIVE #710  
DALLAS, TEXAS 75225  
CONTACT: NOAH FLABIANO  
(214) 212-7025







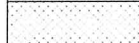


PREPARED BY:  
MACATEE ENGINEERING, LLC  
3519 MILES STREET  
DALLAS, TEXAS 75209  
CONTACT: PHILLIP FISHER  
(214) 373-1180



**B SCREEN WALL ENDS & ACCENT COLUMNS**  
NOT TO SCALE

- ① SOLDIER COURSE @ TOP OF WALL (SEE ELEVATION).
- ② STANDARD RUNNING BOND BRICK FACING W/STANDARD MASONRY RE-REINFORCING BRICKWORK BY OWNER. REINFORCED W/ 1"-NO. 9 GAGE WIRE HORIZONTAL AT 4'-0" ON CENTER. PROVIDE SLOUGH DRAINAGE @ 30" AS SHOWN TO FACILITATE DRAINAGE.
- ③ COMPACTED SUBGRADE TO 95% OF AASHTO 1-99 DENSITY.
- ④ STANDARD 16" WIDE BRICK SUPPORT @ 12' OR 10' O.C.
- ⑤ BOTTOM COURSE WITH KEEP OPENINGS
- ⑥ CONCRETE WOOD-STRIP W/ (2) #4 BARS CONTINUOUS, 8" o.c. MIN.
- ⑦ 1" SAND SETTING BED.
- ⑧ STANDARD 24"x24" COLUMN @ 60' OR 20' O.C.
- ⑨ 12"~ PIER x DEPTH TO 8' MIN. BELOW EXISTING GRADE @ 12" O.C. MAX. (0.0' TO 12' HATCH COLUMN & BRICK SUPPORTS)
- ⑩ CAST STONE COLUMN CAP
- ⑪ 3"x3"x1/2" GALVANIZED STEEL IRON
- ⑫ 4" OPENING



PLANT SCHEDULE				
TREES	BOTANICAL NAME / COMMON NAME	CONT	GAL	SIZE
	EASTERN RED CEDAR NELLIE R STEVENS LEYLAND CYPRRESS	65 GAL.	35"	10'-12'
	ORNAMENTAL TREE	30 GAL	3"	6'-8'
	DECIDUOUS SHADE TREE	65 GAL.	35"	10'-12'
	LIVE OAK	65 GAL.	35"	10'-12'
	ORNAMENTAL TREE	30 GAL	3"	6'-8'
SHRUB AREAS	BOTANICAL NAME / COMMON NAME			
	VEHICLE SCREENING SHRUB BED WITH SHRUBS 3' HT.			
	SHRUB BEDDING AREA			
	ENTRY BEDDING AREAS, PLANTS NOT TO EXCEED 2' HT. WITHIN VISIBILITY TRIANGLE.			
GROUND COVERS	BOTANICAL NAME / COMMON NAME			
	Bermuda Grass		50D OR SEED	

NOTE: RESIDENTIAL TREE REQUIREMENTS PER 7300.Z.2 OF THE ZONING ORDINANCE ARE REQUIRED.

<p><b>MAIN STREET VILLAGE</b></p> <p><b><u>Deviation Summary Table</u></b></p> <p><u>Landscaping</u></p> <ul style="list-style-type: none"> <li>7300.O.7 - The buffer yard for a Townhouse adjacent to a SF Lot shall be 5 feet there will be plantings along the rear fences, but will leave openings for entries into backyards.</li> <li>7300.O.7 - No screen wall shall be required along the SF Lots</li> <li>There shall be a 15-foot-wide landscape setback along the entire boundary that abuts a public street.</li> <li>7300.AA - Since the lots are 25-feet-wide and the driveway is 20-feet-wide, there shall not be Residential Foundation Plantings on the FRONT of the buildings. Otherwise, we will comply.</li> </ul>
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INFORMATION ON THIS SHEET IS PERTINENT TO ALL OTHER DESIGN SHEETS IN THIS SET OF DRAWINGS. THE CONTRACTOR SHALL NOT SEPARATE DRAWINGS FROM THE SET FOR DISTRIBUTION TO SPECIFIC DISCIPLINES. EACH SUBCONTRACTOR SHALL BE PROVIDED WITH ALL SHEETS WITHIN THIS PLAN SET.

EXH-C-2

**MAIN STREET VILLAGES**  
MANSFIELD, TEXAS

EXHIBIT 'C' LANDSCAPE DETAILS

[illegible]

SHEET NO.

		SUBJECT NO: 090-17-07
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3141	05/29/2017
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