DEDICATION INSTRUMENT
FOR
FINAL PLAT OF
MILL CREEK SPRINGS, PHASE V
A SUBDIVISION IN BELL COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF BELL §

WHEREAS, Mill Creek Resources, Ltd., a Texas Limited Partnership, hereinafter referred to as Grantor, is the owner of the tract of land out of and a part of the Felippe Madrigal Survey, Abstract No. 554, County of Bell, and more particularly described by metes and bounds in a survey by Turley Associates, Inc., contained in Exhibit "A", attached hereto and incorporated herein for a complete legal description.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Grantor does hereby adopt this plat as properly described in Exhibit "A" attached to this instrument. Grantor does hereby dedicate, give, grant, and convey to the County of Bell, Texas for the public use forever, the roads, streets, and utility and drainage easements as shown on the plat and attached exhibits, upon, across and through said property for all the purposes herein enumerated.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, included but not limited to, the free right of ingress or egress over and across said lands to and from said easements to construct, reconstruct and maintain same.

TO HAVE AND TO HOLD the said easements, together with all and singular the rights and privileges thereto in any manner belonging unto the said Grantee, its successors and assigns forever, and Grantor does hereby bind themselves, their successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said County of Bell, Texas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

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EXECUTED this the 20th day of April, 2005

MILL CREEK RESOURCES, LTD.
A TEXAS LIMITED PARTNERSHIP

BY: MILL CREEK MANAGEMENT, LLC
IT'S GENERAL PARTNER

Hal Anderson, General Manager

STATE OF TEXAS §

COUNTY OF BELL §

BEFORE ME, the undersigned authority, on this day personally appeared Hal Anderson, General Manager of Mill Creek Management, LLC, General Partner of Mill Creek Resources, LTD., a Texas Limited Partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

Given under my hand and seal of office this the 20th day of April, 2005

Notary Public in and for the State of Texas

SHAILA WOODS
Notary Public, State of Texas
My Commission Expires
May 22, 2006

MILL CREEK SPRINGS, PHASE V

BEING a 24.924 acre tract of land situated in the FELIPPE MADRIGAL SURVEY, ABSTRACT No. 554, Bell County, Texas and being a part or portion of that certain 270.963 acre tract of land (Exhibit A) described in a Warranty Deed dated September 19, 1997 from George N. Hester and wife, Ruth Ann Hester to Mill Creek Resources, Ltd. and being of record in Volume 3688, Page 258, Official Public Records of Bell County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod with cap marked "RPLS 2475" found at fence corner post being an ell corner of said 270.963 acre tract and being the apparent northeast corner (calls iron pin) of that certain 54.288 acre tract of land described in a Warranty Deed dated February 27, 1979 from Elsie Kolls to Virginia Pearl Finney and being of record in Volume 1717, Page 751, Deed Records of Bell County, Texas; and being corner on the south boundary line of Lot 10, Block 1, MILL CREEK SPRINGS, PHASE IV, an addition in Bell County, Texas according to the map or plat of record in Cabinet C, Slide 376-C, Plat Records of Bell County, Texas for corner;

THENCE departing said 54.288 acre tract over and across said 270.963 acre tract and with the boundary lines of said MILL CREEK SPRINGS, PHASE IV the following five (5) calls:

(1) S. 69° 10' 06" E., 68.08 feet to a ½" iron rod with cap marked "RPLS 2475" found for corner;

(2) N. 30° 46' 21" E. 106.23 feet to a ½" iron rod with cap marked "RPLS 2475" found for corner;

(3) S. 59° 13' 39" E., 18.09 feet to a ½" iron rod with cap marked "RPLS 2475" found at the beginning of a curve to the right for corner;

(4) Thence with said curve to the right, radius equals 429.83 feet, arc length equals 142.57 feet and the long chord bearing equals S. 49° 43' 31" E., 141.92 feet to a ½" iron rod with cap marked "RPLS 2475" found for corner;

(5) N. 49° 46' 38" E., 291.78 feet to a ½" iron rod with cap marked "RPLS 2475" found being the most easterly northeast corner of Lot 17, Block 2, said MILL CREEK SPRINGS, PHASE IV and being in the northeast boundary line of that certain 0.920 acre tract (TRACT 1, Exhibit A) described in a Warranty Deed dated November 26, 2003 from Stagecoach/Mill Creek Resort, Inc. to Mill Creek Resources, Ltd. and being of record in Volume 5213, Page 786, Official Public Records of Bell County, Texas for corner;

THENCE S. 10° 11' 03" E., 135.65 feet departing said MILL CREEK SPRINGS, PHASE IV and with the said northeast boundary line (calls S. 10° 11' 03" E., 223.64 feet) and continuing with the southwest boundary line (calls N. 10° 11' 03" W., 54.53

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Exhibit A

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feet) of that certain 0.089 acre tract (TRACT 3, Exhibit A) described in a Warranty Deed dated November 26, 2003 from Mill Creek Resources, Ltd. to Stagecoach/Mill Creek Resort, Inc. and being of record in Volume 5213, Page 792, Official Public Records of Bell County, Texas to a ½" iron rod with cap marked "RPLS 2475" found being the southwest corner (calls ½" iron rod with cap) of said 0.089 acre tract for corner;

THENCE S. 86° 46' 35" E., 82.70 feet with the south boundary line (calls N. 86° 46' 35" W., 82.70 feet) of said 0.089 acre tract to a ½" iron rod with cap marked "RPLS 2475" set for corner;

THENCE N. 15° 18' 03" E., 14.98 feet with the east boundary line of said 0.089 acre tract to a ½" iron rod with cap marked "RPLS 2475" set for corner:

THENCE departing said 0.089 acre tract the following seven (7) calls:

(1) S. 69° 28' 19" E., 268.91 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

(2) S. 20° 30' 11" W., 60.33 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

(3) S. 63° 49' 46" E., 167.93 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

(4) S. 38° 25' 28" E., 281.74 feet to a ½" iron rod with cap marked "RPLS 2475" set at the beginning of a curve to the right for corner;

(5) Thence with said curve to the right, radius equals 375.00 feet, arc length equals 104.03 feet and the long chord bearing equals S. 59° 38' 33" W., 103.70 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

(6) S. 22° 24' 36" E., 261.88 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

(7) S. 57° 07' 11" E., 223.35 feet to a ½" iron rod with cap marked "RPLS 2475" set in the west boundary line of Block 1 of MILL CREEK SPRINGS – BLACKBERRY, an addition in Bell County, Texas according to the map or plat of record in Cabinet C, Slide 190-B, Plat Records of Bell County, Texas for corner;

THENCE S. 18° 58' 30" W., 881.54 feet with said west boundary line (calls N. 18° 06' 21" E., 1100.47 feet) to a ½" iron rod with cap found being the southwest corner of said Block 1 for corner;

THENCE S. 70° 18' 01" E., with the south boundary line (calls N. 71° 10' 10" W., 203.26 feet) of said MILL CREEK SPRINGS – BLACKBERRY at 195.06 feet, a ½" iron rod with cap found being the southeast corner of Lot 1, Block 1 and at 203.26 feet in all to a ½" iron rod with cap marked "RPLS 2475" set being in the east boundary line of

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said 270.963 acre tract and being in the west right-of-way line of Blackberry Road, a publicly maintained roadway, for corner;

THENCE S. 19° 13' 11" W., 258.93 feet departing said MILL CREEK SPRINGS – BLACKBERRY and with the said east boundary line (calls S. 19° W., 1929.02 feet) and with said west right-of-way line to a ½" iron rod with cap marked "RPLS 2475" set for corner;

THENCE departing said east boundary line and said west right-of-way line the following eighteen (18) calls:

(1) N. 70° 29' 50" W., 266.48 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

(2) S. 19° 30' 10" W., 18.36 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

(3) N. 70° 29' 50" W., 256.08 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

(4) N. 58° 40' 25" W., 128.71 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

(5) N. 31° 19' 35" E., 235.64 feet to a ½" iron rod with cap marked "RPLS 2475" set at the beginning of a curve to the right for corner;

(6) Thence with said curve to the right, radius equals 448.07 feet, arc length equals 42.52 feet and the long chord bearing equals N. 57° 47' 57" W., 42.50 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

(7) N. 23° 08' 26" E., 258.79 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

(8) N. 19° 16' 51" E., 229.48 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

(9) N. 03° 54' 49" W., 126.95 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

(10) N. 13° 35' 33" W., 319.62 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

(11) N. 28° 17' 07" W., 81.94 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

(12) N. 46° 05' 28" W., 59.62 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

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(13) N. 62° 39' 42" W., 104.64 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

(14) N. 72° 31' 12" W., 268.32 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

(15) N. 40° 20' 23" W., 158.77 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

(16) S. 49° 39' 37" W., 29.85 feet to a ½" iron rod with cap marked "RPLS 2475" set at the beginning of a curve to the left for corner

(17) Thence with said curve to the left, radius equals 375.00 feet, arc length equals 15.29 feet and the long chord bearing equals S. 48° 29' 33" W., 15.29 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

(18) N. 42° 40' 31" W., 294.09 feet to a ½" iron rod with cap marked "RPLS 2475" set in a westerly boundary line of said 54.288 acre tract for corner;

THENCE N. 27° 57' 01" E., 98.93 feet with said westerly boundary line and said east boundary line to the Point of BEGINNING and containing 24.924 acres of land.

****

I, Victor D. Turley, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that these field notes are a correct representation of a survey made on the ground.

Victor D. Turley

Victor D. Turley, R.P.L.S.#2475
March 31, 2005

STATE OF TEXAS REGISTERED VICTOR D. TURLEY 2475 PROFESSIONAL LAND SURVEYOR

Tract surveyed December 2, 2004

Bearing base: MILL CREEK SPRINGS, PHASE IV, an addition to Bell County, Texas according to the map or plat of record in Cabinet C, Slide 376-C Plat Records of Bell County, Texas

See attached surveyors sketch that accompanies this set of field notes (ref: Turley Associates, Inc. drawing no. 11385-D)

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MILL CREEK SPRINGS PHASE V

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF BELL §

WHEREAS, Declarant is the owner of the Subdivision (as that term is hereinafter defined) ; and,

WHEREAS, Declarant desires to provide for the preservation of values and amenities in the community; and,

WHEREAS, to accomplish this objective, Declarant desires to subject the Subdivision to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and each Owner thereof;

NOW, THEREFORE, Declarant hereby declares that the Subdivision is and shall be held, transferred, sold, conveyed and occupied subject to the following easements, restrictions, covenants, conditions, charges and liens, which easements, restrictions, covenants, conditions, charges and liens shall run with the Subdivision and shall be binding on all parties having or acquiring any right, title, or interest, whether legal or equitable, in the Subdivision or any part thereof, and shall also inure to the benefit of such parties.

ARTICLE I

Definitions

Section 1. The "Association" shall mean and refer to Mill Creek Springs Phase V Home Owners Association, a Texas non-profit corporation, its successors and assigns.

Section 2. The term "Declarant" shall mean and refer to Mill Creek Resources, LTD, a Texas Limited Partnership, its successors or assigns (a) if such successor or assign should acquire more than one undeveloped Lot (as said term is hereinafter defined) from the Declarant for the purpose of development, and (b) if such successor or assign is expressly designated in writing by Mill Creek Resources, LTD as a successor or assignee of the rights of Mill Creek Resources, LTD set forth herein.

Section 3. The term "Lot" shall mean and refer to any one of the lots of the Subdivision, as shown on the plat of the Subdivision recorded in Cabinet D, Slide 52-D, of the Plat Records of Bell County, Texas.

Section 4. The term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, but excluding those having such interests merely as security for performance of an obligation.

Section 5. The term "Subdivision" shall mean and refer to all of that certain land located within Mill Creek Springs Phase V, a subdivision in Bell County, Texas, according to the Plat thereof recorded in Cabinet D, Slide 52-D, of the Plat Records of Bell County, Texas.

ARTICLE II

Single Family Residential Construction

No building or structure shall be erected, altered or permitted to remain on any Lot other than one detached single family residential dwelling of at least 80% masonry construction not to exceed two stories in height and a private garage for not more than four cars. All garages shall be attached to the house unless otherwise approved in writing by the Declarant and shall be either side entry or rear entry. Detached garages may face the street provided the front of the garage is no closer to the street than the rear portion of the house and said construction has been approved by Declarant. No carports shall be allowed. No secondary outbuilding, storage facility or detached building shall be permitted unless the same is 80% masonry and of the same design as the primary dwelling.

ARTICLE III

Architectural Control

No buildings or improvements of any character shall be erected or placed or the erection begun, or changes made in the design thereof after original construction, on any Lot until the construction plans, specifications, exterior color and material schedules, and a plot plan showing the location of the structure or improvements has been submitted to and approved by Declarant, or its assignees hereinafter provided for, as to compliance with these restrictions and as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. No landscaping of any lot of an unusual nature out of character with the neighborhood norm shall be undertaken until the plans therefore have been approved by Declarant. In the event the Declarant, or its assignees hereinafter provided for, fails to approve or disapprove within forty-five (45) days after the

receipt of such documents as may be required by Declarant, or its assignees hereinafter provided for, approval will not be required. Declarant may assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted by it to an Architectural Control Committee composed as hereinafter described at any time, at Declarant's sole discretion, after all of the Lots in the Subdivision have been sold. The Architectural Control Committee to which Declarant may assign its rights shall consist of three (3) members elected by the Association.

ARTICLE IV

Maintenance

In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Declarant or its assignee shall have the right, through its agent and employees, to enter upon said Lot and to repair, maintain and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of the Owner.

ARTICLE V

Minimum Square Footage within Improvements

No building shall be constructed on any Lot unless the total area of usable floor space of the house proper, including interior enclosed garden rooms and porches, equals or exceeds two thousand square feet, not including attached garages, terraces or unenclosed porches, computed on the perimeter measurements of the ground floor and second floor or the total perimeter measurement of all floors and levels.

ARTICLE VI

Location of the Improvements Upon the Lot

No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the plat. In any event no building shall be located any nearer than twenty-five feet to the front Lot line or nearer than ten feet to any side street line. No building shall be located nearer than ten feet to an interior side line. This restrictive covenant may be modified for any lot if, in the opinion of the Declarant or it's assignee, such modification is necessary and would not impair or detract from the quality of the Subdivision. No Lots shall be subdivided further without the consent of Declarant or its assignee, the Architectural Control Committee.

ARTICLE VII

Composite Building Site

Any owner of one or more adjoining Lots or portions thereof may consolidate such Lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plat.

ARTICLE VIII

Other Construction Requirements

A. All driveways and sidewalks shall be masonry or concrete, and no asphalt or gravel driveways shall be permitted.

B. All houses shall be completed in accordance with the plans and specifications as submitted to and approved by the Declarant, including cleanup and landscaping within one (1) year from the date the slab is poured.

C. Within ninety (90) days of completion of a house, the front yard shall be completely sodded or hyromulched with grass and landscaped in accordance with the landscape plans submitted by the Owner. It is agreed and understood that each lot shall have at least three (3) three inch (3") diameter trees in the front yard of such residence , and if a lot does not have at least three (3) three inch (3") diameter trees in the front yard, the Owner shall be required to plant such additional trees so that each lot has at least three (3) three inch (3") diameter trees or larger in the front yard of such residence.

D. All houses or outbuildings constructed in this subdivision shall have a non-reflective, fire retardant roof with a twenty-five (25) year estimated life. A masonry, tile or "Timberline" roof is hereby permitted as well as such other types of roofs as shall be approved in writing by the Declarant from time to time.

E. No private water wells shall be permitted on any lot.

F. All fences shall be specifically approved by the Declarant. In no case shall a fence extend forward of the front of the house. No wire fence of any type will be permitted.

G. No fences, walls, hedges, planting beds, ropes, gates or barriers, either temporary or permanent shall be placed or constructed on any lot nearer than 30 feet to the golf course without prior written approval by Declarant.

H. The exterior of all fireplace chimneys shall be masonry and no wood or other siding shall be permitted.

I. All mail box structures, house numbers and graphics must be specifically approved by

Declarant.

J. No antennas, nor satellite dishes larger than 24" in diameter, may be placed on any lot. Smaller satellite receivers may be permitted by Declarant by specific design and location approval.

ARTICLE IX

Utility Easements

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat for the Subdivision and no structure (except fences) shall be erected upon any of said easements. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of any Owner located on the land covered by said easements.

ARTICLE X

Prohibition of Offensive Activities

No activity, whether for profit or not, shall be carried on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become annoyance or a nuisance to the neighborhood. Declarant may maintain in or upon such portions of the Subdivision as Declarant determines, such facilities as in its sole discretion may be necessary or convenient, including, but without limitations, construction or sales offices, storage areas, model units and signs.

ARTICLE XI

Use of Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence; provided, however, trailers used for construction purposes shall be permitted during the periods of construction on any lot.

ARTICLE XII

Storage of Automobiles, Boats, Trailers and Other Vehicles and Equipment

No boat trailers, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind are to be semi-permanently or permanently stored in the public street right-of-way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, within the garage or fenced areas. Storage of any garden and lawn equipment, tools, tables, trailers, firewood or other equipment or other outdoor materials shall be made in such a way as to not be visible from the street.

ARTICLE XIII

Plumbing and Sewage Disposal

All buildings shall be equipped with approved Sanitary plumbing fixtures and plumbing installation meeting the requirements of the National Plumbing Code, and shall have sewage disposal facilities and water supply facilities, all meeting the requirements and standards of the State of Texas Department of Health. No residence, building or structure shall be constructed, erected, altered or permitted to remain on any lot without the prior issuance of a Septic System Construction Permit by Bell County Health Department or other governmental unit having jurisdiction. No dirt work for foundation construction on any Lot shall be undertaken without an on site evaluation and consultation with the appropriate governmental unit to determine proper location of the proposed building and septic system. Failure to obtain the on site evaluation, consultation or septic system construction permit before any dirt work is initiated or construction undertaken on the Lot may result in major financial difficulty to the owner.

ARTICLE XIV

Animal Husbandry

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) of each type animal is kept. Dogs must be kept on a leash when not on their owner's Lot.

ARTICLE XV

Visual Obstructions at the Intersection of Public Streets

No object or thing having an elevation of more than two (2) feet shall be placed, planted or permitted to remain on any corner Lot within the triangular area bounded by the two Lot lines along the streets adjoining such corner Lot and a third line connecting such street property lines between the points

on such lines twenty-five (25) feet from the intersection of such lines.

ARTICLE XVI

Lot Maintenance

The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except as permitted by law). The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of streets where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Declarant (or its assignee) may without liability to the Owner or occupant in trespass or otherwise enter upon said Lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such Lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any Lot to pay such statement immediately upon receipt thereof.

ARTICLE XVII

Signs, Advertisements, Billboards

No sign, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign not exceeding six (6) square feet in area may be erected or maintained on any Lot. Declarant (or its assignee, the Architectural Control Committee) will have the right to remove any such sign, advertisement or billboard or structure which is placed on said Lot and in so doing shall not be subject to any liability or trespass or other sort in connection therewith or arising with such removal.

ARTICLE XVIII

Paving and Drainage

No driveways shall be constructed without provisions for drainage of surface water along the designated right of way. No building shall be constructed on any Lot until provisions have been made for drainage of surface water to off site which minimizes drainage across adjacent property and/or Lots. Drainage shall be into the street or road area, or into natural drainage areas wherever possible.

ARTICLE XIX

Assessment

There is hereby imposed on each Lot within the Subdivision an annual assessment to be paid by the Owner of each Lot to the Association, to be used for and applied toward the payment of expenses incurred in improving and maintaining streets, rights of way, entry features, street lights, park areas, recreational facilities, vacant lots, and any other thing necessary or desirable in the opinion of the Association to be of general benefit to the Owners or occupants of the Subdivision, as well as towards the payment of the other expenses hereinafter described. Declarant hereby retains and assigns to the Association a lien for the purpose of securing payment of said charge, which lien is and shall be assigned to the Association, without recourse on Declarant in any manner for the payment of said charge and indebtedness.

ARTICLE XX

Purpose of Assessments

The assessments levied by the Association as to any Lot within the Subdivision shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision (including but not limited to the improvement and maintenance of any streets within the Subdivision).

ARTICLE XXI

Amount of Annual Assessment

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner (other than Declarant), the maximum annual assessment shall be One Hundred Twenty Dollars ($120.00). From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner (other than Declarant), the maximum annual assessment shall be $120 or such larger amount as may be determined by the Association from time to time. All assessments shall be uniform as to all Lots within the Subdivision.

ARTICLE XXII

Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy as to all Lots within the Subdivision, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon or related to the Subdivision including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the aggregate of the votes of both classes of members who are voting in person or by proxy at a meeting duly called for said purpose. All assessments shall be uniform as to all Lots within the Subdivision.

ARTICLE XXIII

Membership and Voting Rights

Every owner of a Lot shall be a member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of any Lot. The Association shall have two classes of voting membership:

Class A. Except as provided under "Class B" below, Class A members shall be all Owners and shall be entitled to one vote for each Lot Owner. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to a Lot.

Class B. Class B member(s) shall be Declarant. The Class B members shall be entitled to six (6) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (1) when all Lots are owned by Owners other than the Declarant; or (2) on January 1, 2010.

ARTICLE XXIV

Date of Commencement of Annual Assessments

Each Lot in the Subdivision shall commence to bear its assessment on the date said Lot is sold to an Owner other than Declarant (and if said date is other than the first day of any assessment period, the assessment for said period shall be prorated accordingly); provided, however, Lots owned by Declarant shall be exempt from assessment. Tne Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the commencement of each annual assessment period, which period may be established by the Association, but shall contain twelve (12) calendar months. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association. The Association, shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

ARTICLE XXV

Effect of Non-Payment of Assessments

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive nor otherwise escape liability for the assessments provided for herein by non-use of the Subdivision or abandonment of his Lot.

ARTICLE XXVI

Subordination of Lien

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer or any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability of any assessments thereafter becoming due or from the lien securing the payment of the same.

ARTICLE XXVII

Enforcement

The Association or any Owner shall have the right to enforce by any proceeding at law or in equity

all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No other person or entity shall have the right to enforce these restrictions, covenants, conditions, reservations, liens and charges.

ARTICLE XXVIII

Severability

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

ARTICLE XXIX

Amendment to the Above Deed Restrictions

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended (unless terminated as described below) for successive periods of ten (10) years. This Declaration may be amended or declared null and void by an instrument signed by members of the Association entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both classes of membership. Any amendment must be recorded in the Official Public Records of Bell County, Texas.

ARTICLES XXX

Books and Records

The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member. Copies of Articles of Incorporation, By-Laws of the Association, and this Declaration shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

ARTICLE XXXI

Applicability

The terms and provisions of this Declaration shall not apply nor be deemed to apply to any other lands except the Subdivision.

WITNESS THE EXECUTION HEREOF this the 22ND day of FEBRUARY 2006.

MILL CREEK RESOURCES, LTD.,
a Texas Limited Partnership

By: MILL CREEK MANAGEMENT, LLC,
a Texas Limited Liability Company, its
sole and only General Partner

By: _____
Hal Anderson, General Manager of
MILL CREEK MANAGEMENT, LLC

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the 22nd day of Feb. ,2006, by Hal Anderson, General Manager of MILL CREEK MANAGEMENT, LLC, a Texas Limited Liability Company, sole and only General Partner of MILL CREEK RESOURCES, LTD., a Texas Limited Partnership, on behalf of said company and partnership.

Debra Von Gonten
Notary Public in and for
The State of Texas

DEBRA VON GONTEN
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/25/2008

FILED FOR RECORD
2006 FEB 22 PM 4 19
VADA SUTTON
CNTY CLERK, BELL CNTY TX
BY _____ DEPUTY

007669

AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
MILL CREEK SPRINGS PHASE IV AND MILL CREEK SPRINGS PHASE V

This Declaration is made on the date hereinafter set forth by MILL CREEK RESOURCES, LTD., a Texas limited partnership, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant heretofore filed a Dedication and Plat for Mill Creek Springs Phase IV, which plat is of record in Cabinet C, Slide 376-C, Plat Records of Bell County, Texas, and also filed a Declaration of Covenants, Conditions and Restrictions for Mill Creek Springs Phase IV, such Declaration being recorded in Vol. 5356, Page 296 of the Official Public Records of Real Property of Bell County, Texas; and

WHEREAS, Declarant heretofore filed a Dedication and Plat for Mill Creek Springs Phase V, which plat is of record in Cabinet D, Slide 52-D, Plat Records of Bell County, Texas, and also filed a Declaration of Covenants, Conditions and Restrictions for Mill Creek Springs Phase V, such Declaration being recorded in Vol. 5978, Page 416 of the Official Public Records of Real Property of Bell County, Texas; and

WHEREAS, Declarant has created and will create a residential community with designated "Lots" (as defined herein) for the benefit of the present and future owners of said Lots within Mill Creek Springs Phase IV and Mill Creek Springs Phase V and other tracts of land made subject hereto (the "Mill Creek Springs Subdivision"), and Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Lots; and

WHEREAS, Declarant desires to ensure the preservation of the values and the maintenance of the "Common Areas" (as defined herein), and desires to further subject the Mill Creek Springs Subdivision to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Mill Creek Springs Subdivision and the owners thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values of Lots in the Mill Creek Springs Subdivision to subject and bind the Mill Creek Springs Subdivision to the jurisdiction and assessment of the **MILL CREEK SPRINGS HOMEOWNERS ASSOCIATION, INC.** (the "Association"), which shall have the power to maintain the Common Areas and to administer and enforce the covenants and restrictions herein stated; and

WHEREAS, the directors of the Association will establish Bylaws and Rules and Regulations by which the Association will be governed through its Board of Directors, for the purpose of exercising the functions stated in this Declaration; and

WHEREAS, additional "Properties," as defined below, may be made subject to this Declaration and to the jurisdiction and assessment of the Association as provided herein; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Mill Creek Springs Phase IV, recorded in Vol. 5356, Page 296 of the Official Public Records of Real Property of Bell County, Texas; and the Declaration of Covenants, Conditions and Restrictions for Mill Creek Springs Phase V, recorded in Vol. 5978, Page 416 of the Official Public Records of Real Property of Bell County, Texas; (collectively called the "Prior Restrictions") provide that the Prior Restrictions may be amended by an instrument signed by members of the Association entitled to cast not less than two-thirds of the aggregate of the votes of both classes of membership, and Declarant is now the owner of lots in Mill Creek Springs Phase IV and in Mill Creek Springs Phase V entitled to cast more than two-thirds (2/3) of the aggregate of the votes of both classes of membership in the Association and is entitled to amend the Prior Restrictions; and

WHEREAS, Declarant desires to supplement, amend, restate, and replace in their entirety the Prior Restrictions, and upon the filing for public record of this Declaration, the Prior Restrictions shall no longer be in effect or applicable to Mill Creek Springs Phase IV or Mill Creek Springs Phase V, and except as may be stated in any document making additional Properties subject hereto, this Declaration shall then be the sole and only covenants, conditions and restrictions for Mill Creek Springs Phase IV, Mill Creek Springs Phase V, and the Mill Creek Springs Subdivision and all future properties that may be subject hereto.

WHEREAS, Declarant declares that Mill Creek Springs Phase IV, Mill Creek Springs Phase V, Mill Creek Springs Subdivision and all additional properties made subject hereto is and will be held, transferred, sold, conveyed, occupied and enjoyed subject to the charges, conditions, covenants, easements, reservations, restrictions, and liens stated herein, and subject to the jurisdiction and assessments of the Association.

NOW, THEREFORE, Declarant declares that Mill Creek Springs Phase IV, Mill Creek Springs Phase V, Mill Creek Springs Subdivision, and such Properties, phases or additions thereto as may hereinafter be made, is and

shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the following covenants, restrictions, easements, charges, and liens hereinafter set forth and shall hereafter be subject to the jurisdiction and assessments of the **MILL CREEK SPRINGS HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

PURPOSE

Mill Creek Springs Phase IV, Mill Creek Springs Phase V, Mill Creek Springs Subdivision, and such Properties, phases or additions thereto as may hereinafter be made, are encumbered by this Declaration of Covenants, Conditions and Restrictions for the following reasons: to ensure the best and highest use and most appropriate development of the Properties; to protect lot owners against improper use of surrounding lots; to preserve so far as practicable the natural beauty of the Properties; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investment made by the Lot Owners.

ARTICLE II

DEFINITIONS

Section 2.1. "Mill Creek Springs Subdivision" shall mean all of the property in Mill Creek Springs Phase IV and Mill Creek Springs Phase V, together with such additional property as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

Section 2.2 "Property or Properties" shall mean and refer to the Mill Creek Springs Subdivision, and such additions thereto and additional properties as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

Section 2.3. "Association" shall mean and refer to the Mill Creek Springs Homeowners Association, Inc., a Texas nonprofit corporation established for the purposes set forth herein. The Association is a "property owners association" as defined in Texas Property Code Section 202.001(2).

Section 2.4. "Lot" shall mean and refer to any plot of land indicated upon any recorded subdivision map or plat of the Property or any part thereof, with the exception of the Common Area, Common Maintenance Areas, and areas deeded to the public or to a governmental authority or utility, together with all improvements thereon.

Section 2.5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, but excluding those having an interest merely as security for the performance of an obligation.

Section 2.6. "Declarant" shall mean and refer to Mill Creek Resources, Ltd., its successors and assigns, who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

Section 2.7. "Common Areas" shall mean and refer to that portion of the Property, if any, conveyed to the Association.

Section 2.8. "Common Maintenance Areas" shall mean and refer to the Common Areas, if any, and the entrance monuments, drainage facilities and detention ponds, esplanade and right-of-way landscaping and such other areas lying within easements or rights-of-way as deemed appropriate by the Board of Directors of the Association for the preservation, protection and enhancement of property values and the general health, safety or welfare of the Owners.

Section 2.9. "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Mill Creek Springs Phase IV and Mill Creek Springs Phase V, and any amendments, annexations and supplements thereto made in accordance with its terms.

Section 2.10. "Plat" shall mean and refer to the plat of Mill Creek Springs Phase IV recorded in Cabinet C, Slide 376-C of the Plat Records of Bell County, Texas; the plat of Mill Creek Springs Phase V recorded in Cabinet D, Slide 52-D of the Plat Records of Bell County, Texas; and the plat of other Properties made subject to this Declaration.

ARTICLE III

MILL CREEK SPRINGS HOMEOWNERS ASSOCIATION, INC.

Section 3.1. **Membership.** The Declarant and every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association.

Section 3.2. **Voting Rights.** The Association shall have two classes of voting membership:

a. **Class A.** Class A members shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

b. **Class B.** The Class B members shall be the Declarant who shall be entitled to six (6) votes for each Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership when all Lots are owned by Owners other than the Declarant.

c. **Suspension.** All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article III or is otherwise in default hereunder or under the Bylaws or Rules and Regulations of the Association.

Section 3.3. **Funding.** Subject to the terms of this Article III, the Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed , is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, and (3) such other assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of the within covenants. The assessments, together with interest, costs, and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them.

Section 3.4. **Annual Assessment or Charge**

a. **Lots Owned by Class A Members.** Subject to the terms of this Article, an annual assessment shall be paid by the Owner of each Lot to the Association, to be used for and applied as provided herein, and for any other thing necessary or desirable in the opinion of the Association to be of general benefit to the Owners or occupants of the Lots in Mill Creek Springs Subdivision, as well as towards the payment of the other expenses hereinafter described. Declarant retains and assigns to the Association a lien for the purpose of securing payment of said charge, which lien is and shall be assigned to the Association, without recourse on Declarant in any manner for the payment of said charge and indebtedness.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner (other than Declarant), the maximum annual assessment shall be One Hundred Twenty Dollars ($120.00). From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner (other than Declarant), the maximum annual assessment shall be $120.00 or such larger amount as may be determined by the Association from time to time. All assessments shall be uniform as to all Lots within the Mill Creek Springs Subdivision.

Each Lot in the Mill Creek Springs Subdivision shall commence to bear its assessment on the date the Lot is sold to an Owner other than Declarant (and if such date is other than the first day of any assessment period, the assessment for said period shall be prorated accordingly); provided, however, Lots owned by Declarant shall be exempt from assessment. The Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the commencement of each annual assessment period, which period may be established by the Association, but shall contain twelve (12) calendar months. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association. The Association, shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

b. **Lots owned by Declarant.** Notwithstanding the foregoing, the Declarant shall be exempt from the annual assessment charged to Owners so long as there is a Class B membership as set forth in Section 3.2

c. **Purposes of Maintenance Fund.** The Association shall establish a Maintenance Fund composed of Owners' annual assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Maintenance Areas for the use and benefit of all members of the Association. Such uses and benefits to be provided by the Association may include, by way of clarification, and not limitation, any and all of the following: normal, recurring maintenance of the Common Maintenance Area (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for existing

landscaping and the improvements to such Common Maintenance Areas, such as sprinkler systems), provided that the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Maintenance Areas; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions and conditions affecting the property to which the Maintenance Fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessments; caring for vacant lots; and doing any other thing or things necessary or desirable in the opinion of the of the Board of Directors of the Association to keep the Property neat and in good order, which is considered of general benefit to the Owners of the Property, it being understood that the judgement of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal recurring maintenance shall be final and conclusive so long as such judgement is exercised in good faith. The Association shall, in addition, establish and maintain adequate reserve funds for the periodic maintenance, repair and replacement of improvements to the Common Maintenance Area. The fund shall be established and maintained out of the annual assessments.

Section 3.5. **Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy special assessments as follows:

a. In any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto, may be assessed. The Association shall not commingle the proceeds of such special assessments with the Maintenance Fund. Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question.

b. Special assessments shall not be effective unless approved by a vote of members of the Association entitled to cast not less than two-thirds of the aggregate of the votes of both classes of membership.

Section 3.6. **Non-payment of Assessments:** Any assessment not paid within ten (10) days after the due date shall bear interest form the due date at ten (10%) per annum. The Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolution of the Board and the Association may bring an action at law against the Owner personally obligated to pay the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Maintenance Areas or abandonment of his property.

Section 3.7 **Subordinated Lien to Secure Payment.** To secure the payment of the maintenance charge and assessments established hereby and to be levied on individual Lots as above provided, there is hereby reserved a lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law or in equity; provided, however, that each such lien shall be specifically made secondary, subordinate, and inferior to all liens, present and future, given granted, and created by or at the instance and request of the Owner of any such Lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting lien, the Association shall give the holder of such mortgage lien sixty (60) days written notice of such proposed action, such notice to be sent to such mortgage lienholder by prepaid U S registered or certified mail, to contain the statement of the delinquent maintenance charges and assessments upon which the proposed action is based. Upon the request of any such mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such mortgage lien to the holder thereof. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale, foreclosure or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof. The Association shall have the right to file notices of liens in favor of such Association in the Real Property Records of Bell County, Texas, in accordance with applicable law.

Section 3.8. **Notice and Quorum.** Written notice of any meeting called for the purpose of taking any action authorized herein or in the Bylaws shall be sent to all members, or delivered to their residences, not less than fifteen (15) days nor more than sixty (60) says in advance of the meeting. At any such meeting called, the presence of members or of proxies entitled to cast one-fourth of the aggregate of the votes of both classes of membership shall constitute a quorum.

ARTICLE IV

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

Section 4.1. **Purpose of Maintenance Fund.** The Board, for the benefit of the Owners, shall provide and shall pay for out of the Maintenance Fund provided for in Article III above the following:

a. Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.

b. Care and preservation of the Common Maintenance Area.

c. Legal and accounting services.

d. A policy or policies of insurance insuring the Association 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, including a policy or policies of insurance as provided herein in Article V.

e. Workers compensation insurance to the extent necessary to comply with any applicable laws.

f. Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

g. Any other 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 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.

Section 4.2. **Powers and Duties of Board.** The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

a. To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.

b. To borrow funds to pay costs of operation, improvements, and expansions of the Common Area secured by an assignment or pledge of assessments or the Common Areas, if such action is approved by members of the Association entitled to cast not less than two-thirds of the aggregate of the votes of both classes of membership.

c. To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.

d. To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

e. To make reasonable Rules and Regulations for the operation of the Common Maintenance Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by members of the Association entitled to cast not less than two-thirds of the aggregate of the votes of both classes of membership.

f. To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

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

h. To enforce the provisions of any Rules and Regulations made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

i. To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.

Section 4.3. **Board Powers Exclusive.** The Board shall have the exclusive right on behalf of the Owners to contract for all goods, services and insurance, payment of which is to be made from the Maintenance Fund and the exclusive rights and obligation to perform the functions of the Board except as otherwise provided herein.

Section 4.4. **Maintenance Contracts.** The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for performance by the Association of services which the Board is required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

ARTICLE V

TITLE TO COMMON AREAS

Section 5.1. The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing herein prevents Declarant from owning property in its own name that may be used by members of the Association or others.

Section 5.2. **Liability Insurance.** From and after the date on which title to any Common Area vests in

the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Areas. The policy limits shall be as determined by the Board of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of members, Directors, and any management company retained by the Association, insuring each against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association shall be received, held in a segregated account and distributed to the Association's general operating account, members, Directors, any management company and other insureds, as their interests may be determined.

Section 5.3 **Condemnation.** In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of the Association determines that the funds cannot be used in such a manner due to the lack of available land for additional Common Areas or for whatever reason, any remaining funds may be distributed to each Owner on a pro rata basis.

ARTICLE VI

SINGLE FAMILY RESIDENTIAL CONSTRUCTION

No building or structure shall be erected, altered or permitted to remain on any Lot other than one detached single family residential dwelling of at least 80% masonry construction not to exceed two stories in height and a private garage for not more than four cars. All garages shall be attached to the house unless otherwise approved in writing by the Declarant and shall be either side entry or rear entry. Detached garages may face the street provided the front of the garage is no closer to the street than the rear portion of the house and said construction has been approved by Declarant. No carports shall be allowed. No secondary outbuilding, storage facility or detached building shall be permitted unless the same is 80% masonry and of the same design as the primary dwelling.

ARTICLE VII

ARCHITECTURAL CONTROL

No buildings or improvements of any character shall be erected or placed or the erection begun, or changes made in the design thereof after original construction, on any Lot until the construction plans, specifications, exterior color and material schedules, and a plot plan showing the location of the structure or improvements has been submitted to and approved by Declarant, or its assignees hereinafter provided for, as to compliance with these restrictions and as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. No landscaping of any lot of an unusual nature out of character with the neighborhood norm shall be undertaken until the plans therefore have been approved by Declarant. In the event the Declarant, or its assignees hereinafter provided for, fails to approve or disapprove within forty-five (45) days after the receipt of such documents as may be required by Declarant, or its assignees hereinafter provided for, approval will not be required. Declarant may assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted by it to an Architectural Control Committee composed as hereinafter described at any time, at Declarant's sole discretion. The Architectural Control Committee to which Declarant may assign its rights shall consist of three (3) members elected by the Association.

ARTICLE VIII

MAINTENANCE

In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Declarant or its assignee shall have the right, through its agent and employees, to enter upon said Lot and to repair, maintain and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of the Owner.

ARTICLE IX

MINIMUM SQUARE FOOTAGE WITHIN IMPROVEMENTS

No building shall be constructed on any Lot unless the total area of usable floor space of the house proper, including interior enclosed garden rooms and porches, equals or exceeds two thousand square feet, not including attached garages, terraces or unenclosed porches, computed on the perimeter measurements of the ground floor and second floor or the total perimeter measurement of all floors and levels.

ARTICLE X

LOCATION OF IMPROVEMENTS UPON THE LOT

No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the plat. In any event no building shall be located any nearer than twenty-five feet to the front Lot line or nearer than ten feet to any side street line. No building shall be located nearer than ten feet to an interior side line. This restrictive covenant may be modified for any lot if, in the opinion of the Declarant or it's assignee, such modification is necessary and would not impair or detract from the quality of the Mill Creek Springs Subdivision. No Lots shall be subdivided further without the consent of Declarant or its assignee, the Architectural Control Committee.

ARTICLE XI

COMPOSITE BUILDING SITE

Any owner of one or more adjoining Lots or portions thereof may consolidate such Lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plat.

ARTICLE XII

OTHER CONSTRUCTION REQUIREMENTS

A. All driveways and sidewalks shall be masonry or concrete, and no asphalt or gravel driveways shall be permitted.

B. All houses shall be completed in accordance with the plans and specifications as submitted to and approved by the Declarant, including cleanup and landscaping within one (1) year from the date the slab is poured.

C. Within ninety (90) days of completion of a house, the front yard shall be completely sodded or hyromulched with grass and landscaped in accordance with the landscape plans submitted by the Owner. It is agreed and understood that each lot shall have at least three (3) three inch (3") diameter trees in the front yard of such residence , and if a lot does not have at least three (3) three inch (3") diameter trees in the front yard, the Owner shall be required to plant such additional trees so that each lot has at least three (3) three inch (3") diameter trees or larger in the front yard of such residence.

D. All houses or outbuildings constructed in this Mill Creek Springs Subdivision shall have a non-reflective, fire retardant roof with a twenty-five (25) year estimated life. A masonry, tile or "Timberline" roof is hereby permitted as well as such other types of roofs as shall be approved in writing by the Declarant from time to time.

E. No private water wells shall be permitted on any lot.

F. All fences shall be specifically approved by the Declarant. In no case shall a fence extend forward of the front of the house. No wire fence of any type will be permitted.

G. No fences, walls, hedges, planting beds, ropes, gates or barriers, either temporary or permanent shall be placed or constructed on any lot nearer than 30 feet to the golf course without prior written approval by Declarant.

H. The exterior of all fireplace chimneys shall be masonry and no wood or other siding shall be permitted.

I. All mail box structures, house numbers and graphics must be specifically approved by Declarant.

J. No antennas, nor satellite dishes larger than 24" in diameter, may be placed on any lot. Smaller satellite receivers may be permitted by Declarant by specific design and location approval.

ARTICLE XIII

UTILITY EASEMENTS

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat for the Mill Creek Springs Subdivision and no structure (except fences) shall be erected upon any of said easements. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of any Owner located on the land covered by said easements.

ARTICLE XIV

PROHIBITION OF OFFENSIVE ACTIVITIES

No activity, whether for profit or not, shall be carried on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become annoyance or a nuisance to the neighborhood. Declarant may maintain in or upon such portions of the Mill Creek Springs Subdivision as Declarant determines, such facilities as in its sole discretion may be necessary or convenient, including, but without limitations, construction or sales offices, storage areas, model units and signs.

ARTICLE XV

USE OF TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence; provided, however, trailers used for construction purposes shall be permitted during the periods of construction on any lot.

ARTICLE XVI

STORAGE OF AUTOMOBILES, BOATS, TRAILERS AND OTHER VEHICLES AND EQUIPMENT

No boat trailers, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind are to be semi-permanently or permanently stored in the public street right-of-way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, within the garage or fenced areas. Storage of any garden and lawn equipment, tools, tables, trailers, firewood or other equipment or other outdoor materials shall be made in such a way as to not be visible from the street.

ARTICLE XVII

PLUMBING AND SEWAGE DISPOSAL

All buildings shall be equipped with approved Sanitary plumbing fixtures and plumbing installation meeting the requirements of the National Plumbing Code, and shall have sewage disposal facilities and water supply facilities, all meeting the requirements and standards of the State of Texas Department of Health. No residence, building or structure shall be constructed, erected, altered or permitted to remain on any lot without the prior issuance of a Septic System Construction Permit by Bell County Health Department or other governmental unit having jurisdiction. No dirt work for foundation construction on any Lot shall be undertaken without an on site evaluation and consultation with the appropriate governmental unit to determine proper location of the proposed building and septic system. Failure to obtain the on site evaluation, consultation or septic system construction permit before any dirt work is initiated or construction undertaken on the Lot may result in major financial difficulty to the owner.

ARTICLE XVIII

ANIMAL HUSBANDRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) of each type animal is kept. Dogs must be kept on a leash when not on their owner's Lot.

ARTICLE XIX

VISUAL OBSTRUCTIONS AT THE INTERSECTION OF PUBLIC STREETS

No object or thing having an elevation of more than two (2) feet shall be placed, planted or permitted to remain on any corner Lot within the triangular area bounded by the two Lot lines along the streets adjoining such corner Lot and a third line connecting such street property lines between the points on such lines twenty-five (25) feet from the intersection of such lines.

ARTICLE XX

LOT MAINTENANCE

The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except as permitted by law). The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of streets where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Declarant (or its assignee) may without liability to the Owner or occupant in trespass or otherwise enter upon said Lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such Lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any Lot to pay such statement immediately upon receipt thereof.

ARTICLE XXI

SIGNS, ADVERTISEMENTS, AND BILLBOARDS

No sign, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign not exceeding six (6) square feet in area may be erected or maintained on any Lot. Declarant (or its assignee, the Architectural Control Committee) will have the right to remove any such sign, advertisement or billboard or structure which is placed on said Lot and in so doing shall not be subject to any liability or trespass or other sort in connection therewith or arising with such removal.

ARTICLE XXII

PAVING AND DRAINAGE

No driveways shall be constructed without provisions for drainage of surface water along the designated right of way. No building shall be constructed on any Lot until provisions have been made for drainage of surface water to off site which minimizes drainage across adjacent property and/or Lots. Drainage shall be into the street or road area, or into natural drainage areas wherever possible.

ARTICLE XXIII

EASEMENTS

Section 23.1. **Utility Easements.** As long as a Class B membership shall be in effect, Declarant reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Property designated on the plat thereof for easements for the purpose of ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, telephone and cable television. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on or in such easements. Upon cessation of Class B membership, the Association shall have the right to grant the easements described herein.

Section 23.2. **Easement for Unintentional Encroachment.** Declarant reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Area caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching Property to the extent of such encroachment.

Section 23.3. **Entry Easement.** In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency, the Association shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided therein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

Section 23.4. **Drainage Easements.** Easements for installation and maintenance of utilities, stormwater retention/detention ponds, and/or a conservation area, and water drainage are reserved as may be shown on any recorded Plat relating to any of the Properties.

ARTICLE XXIV

PROPERTY RIGHTS

Section 24.1. **Owners' Easements of Enjoyment.** Every Owner shall have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to establish and publish Rules and Regulations governing the use of the Common Areas affecting the welfare of Association members.

b. The right of the Association to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

c. The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless an instrument signed by members of the Association entitled to cast not less than two-thirds of the aggregate of the votes of both classes of membership has been recorded agreeing to such dedication or transfer.

d. The right of the Association to convey small portions of the Common Area to adjacent Owners when, in the sole judgment of the Board, the portion to be conveyed will not have an adverse effect on the Association or the Mill Creek Springs Subdivision.

e. All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the undersigned, all of their grantees, and their respective heirs, successors, personal representatives and assigns.

Section 24.2. **Effect of Declaration.** Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

Section 24.3. **Rezoning Prohibited.** No Lot shall be rezoned to any classification allowing commercial, institutional or other non-residential use without the express consent of the Association and Declarant which may be withheld in Declarant's or the Association's sole discretion. Declarant or the Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.

ARTICLE XXV

ANNEXATION

Section 25.1. **Annexation by Declarant.** At any time during the initial term of this Declaration, the Declarant may, at its sole option and without the consent of the Owners, annex additional property into the Mill Creek Springs Subdivision to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant.

a. **Declaration of Annexation.** Annexation shall be evidenced by a written Declaration of Annexation executed by Declarant setting forth the legal description of the property being annexed.

b. **FHA/VA Approval.** If required, Declarant shall submit a written request for approval of any annexation under this Section to the Federal Housing Administration ("FHA") and the Veterans Association ("VA") accompanied by a copy of the Declaration of Annexation.

Section 25.2. **Annexation by Action of Members.** At any time the Board may request approval of the membership for the annexation of additional property into the Association to be subject to all of the terms of this Declaration to the same extent as if originally included herein. No such annexation shall be effective unless approved in writing by members of the Association entitled to cast not less than two-thirds of the aggregate of the votes of both classes of membership. Any property that is contiguous to existing property subject to this Declaration may be annexed hereto according to the foregoing requirements, provided however, that no such annexation shall be effective without the consent and joinder of the owners of the property to be annexed. Such annexation must be evidenced by a Declaration of Annexation executed by the parties herein described.

Section 25.3. **No Duty to Annex.** Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any member to annex any property into the Association and no owner of property excluded from the Association shall have any right to have such property annexed thereto.

Section 25.4. **Effect of Annexation on Class B Membership.** In determining the number of Lots owned by Declarant for purposes of Class B Membership status according to Article III, Section 3.2, the total number of Lots covered by the Association including all Lots annexed thereto shall be considered. If Class B Membership has previously expired but annexation of additional property restores Class B Membership, such Class B Membership shall be reinstated.

ARTICLE XXVI

GENERAL

Section 26.1. **Remedies.** In the event of any default by any Owner under the provisions of the Declaration, Bylaws or Rules and Regulations of the Association, the Association shall have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws and said Rules and Regulations and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner or for damages or injunction, or specific performance, or for a money judgement, or for any combination of remedies, or for any other relief. The Association reserves the right to bid at any foreclosure sale conducted hereunder and may credit against the amount of any bid all the amounts due to the Association by the Owner of the Lot being foreclosed. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings , including court costs and attorney's fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law but, with reference to any Lots financed by FHA insured loans, not in excess of the maximum rate

of FHA loans at the time of delinquency, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective maintenance assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

Section 26.2. Notice of Lien. In addition to any other rights of the Association to enforce assessments, the Association may file a claim of lien against the Lot of the delinquent Owner by recording a notice ("Notice of Lien") in the Real Property Records of Bell County, Texas, setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the Lot against which lien is claimed, and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequent accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other fees, costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien.

Section 26.3. Term and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless members of the Association entitled to cast not less than seventy-five percent (75%) of the aggregate of the votes of both classes of membership shall have voted to terminate the covenants and restrictions of this Declaration. Any termination shall be by written instrument signed by members of the Association entitled to cast not less than seventy-five percent of the aggregate of the votes of both classes of membership and properly recorded in Bell County, Texas. This Declaration may be amended during the first thirty (30) year period by an instrument signed by members of the Association entitled to cast not less than two-thirds of the aggregate of the votes of both classes of membership; and thereafter by an instrument signed by not less than seventy-five (75%) of the Owners. Any amendment must be recorded. Declarant reserves, prior to the closing of the sales of all of the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend, or modify the plat of the Mill Creek Springs Subdivision without the approval of the Owners.

Section 26.4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain, in full force and effect.

Section 26.5. Rights and Obligations. The provisions of this Declaration and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration whether or not mention thereof is made in said deed.

Section 26.6. Mergers and Consolidations. The Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger, consolidation or annexation shall have the consent of members of the Association entitled to cast not less than two-thirds of the aggregate of the votes of both classes of membership. Upon a merger or consolidation of the Association with another association, the properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, right and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration with respect to the Property, except as changed by amendment of this Declaration.

Section 26.7. Miscellaneous Provisions. Any provision of the within Declaration or of the Certificate of Formation, Bylaws, Regulations or rules of the Association to the contrary notwithstanding, the following provisions shall control:

a. FHA/VA Approval. If any prospective Owner applies for FHA or VA mortgage financing and receives a commitment therefor, the following actions will require approval of the Federal Housing Administration and the Veterans Administration as applicable: (1) Addition of properties as set forth in Article X, (2) dedication of Common Areas, and (3) amendment of this Declaration.

b. Upon the request of any mortgagee of a dwelling on a Lot, the Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under this Declaration or the Bylaws or Association rules or regulations which is not cured within thirty (30) days. Any mortgagee of a dwelling who comes into possession of the said dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to the time such holder comes into possession of the dwelling.

Section 26.8. Conflicts. In the event of conflict between the terms of this Declaration and any Bylaws, rules, Regulations or the Certificate of Formation of the Association, this Declaration shall control.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed this 21ST day of July, 2006.

MILL CREEK RESOURCES, LTD.,
a Texas Limited Partnership

By: MILL CREEK MANAGEMENT, LLC,
a Texas Limited Liability Company, its
sole and only General Partner

By: _____
Hal Anderson, General Manager of
MILL CREEK MANAGEMENT, LLC

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the 21st day of July, 2006, by Hal Anderson, General Manager of MILL CREEK MANAGEMENT, LLC, a Texas Limited Liability Company, sole and only General Partner of MILL CREEK RESOURCES, LTD., a Texas Limited Partnership, on behalf of said company and partnership.

DEBRA VON GONTEN
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/25/2010

Debra Von Gonten
Notary Public in and for
The State of Texas

FILED FOR RECORD
2006 JUL 21 PM 12 04
COUNTY CLERK, BELL COUNTY TX.
BY _____ DEPUTY

033426

Doc# 00023990

TRANSFER AND ASSIGNMENT OF RIGHTS AS DECLARANT

Date: June 16, 2016

Transferor: MILL CREEK RESOURCES, LTD.
A Texas Limited Partnership

Transferor's Mailing Address: P. O. Box 487
Salado, Bell County, Texas

Transferee: VALE BUILDING GROUP, LLC

Transferee's Mailing Address: 2301 FEDERAL STREET
KILLEEN, TX 76543

CONSIDERATION:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed

PROPERTY TRANSFERRED:

All of Transferee's right, title and interest, if any, as Declarant under the covenants, conditions, and restrictions applicable to Mill Creek Springs Phase One, Mill Creek Springs Phase Two, Mill Creek Springs Phase Three, Mill Creek Springs Phase Four, Mill Creek Springs Phase Five, Mill Creek Springs Phase Six and Mill Creek Springs Phase Seven, all subdivisions in Bell County, Texas, including rights, if any, to approve construction plans, grant variances and other rights, if any, of Transferor as Declarant pertaining to such subdivisions (Declarant's Rights).

RESERVATIONS FROM AND EXCEPTIONS TO TRANSFER: This conveyance is made subject to the covenants, conditions and restrictions affecting said property of record in Bell County, Texas, if any, but only to the extent they are in effect on this date.

Transferor, for the consideration and subject to the reservations from and exceptions to transfer, transfers and assigns, without recourse, to Transferee all of Transferor's right, title and interest, if any, in the Declarant's Rights. This transfer and assignment is made without warranty, express or implied, and without recourse on Transferor.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this the 16TH day of JUNE, 2016.

MILL CREEK RESOURCES, LTD.
A Texas Limited Partnership

By: MILL CREEK MANAGEMENT, LLC

By: _____
Curtis D. Logan, President
of Mill Creek Management,
LLC

THE STATE OF TEXAS §
§
COUNTY OF BELL §

This instrument was acknowledged before me on the 16 day of June 2016, by Curtis D. Logan, President of MILL CREEK MANAGEMENT, LLC, a Texas Limited Liability Company, General Partner of MILL CREEK RESOURCES, LTD., a Texas Limited Partnership, in the capacity stated on behalf of such company and partnership.

E.A. ARMSTRONG
Notary Public, State of Texas
Expires FEBRUARY 09, 2018
I.D.# 1110233-5

_____
Notary Public in and for the State of Texas

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2016-00023990

As

Recorded On: June 21, 2016 **Recordings**

Parties: MILL CREEK RESOURCES LTD **Billable Pages: 2**

To **VALE BUILDING GROUP LLC** **Number of Pages: 3**

Comment:

(Parties listed above are for Clerks reference only)

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

Recordings	15.00
Total Recording:	**15.00**

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

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

File Information:

Document Number: 2016-00023990
Receipt Number: 271597
Recorded Date/Time: June 21, 2016 03:12:06P

User / Station: H Ables - Cash Station 1

Record and Return To:

MILL CREEK RESOURCES LTD
PO BOX 487
SALADO TX 76571

THE STATE OF TEXAS
BELL COUNTY

I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk

D
52-D

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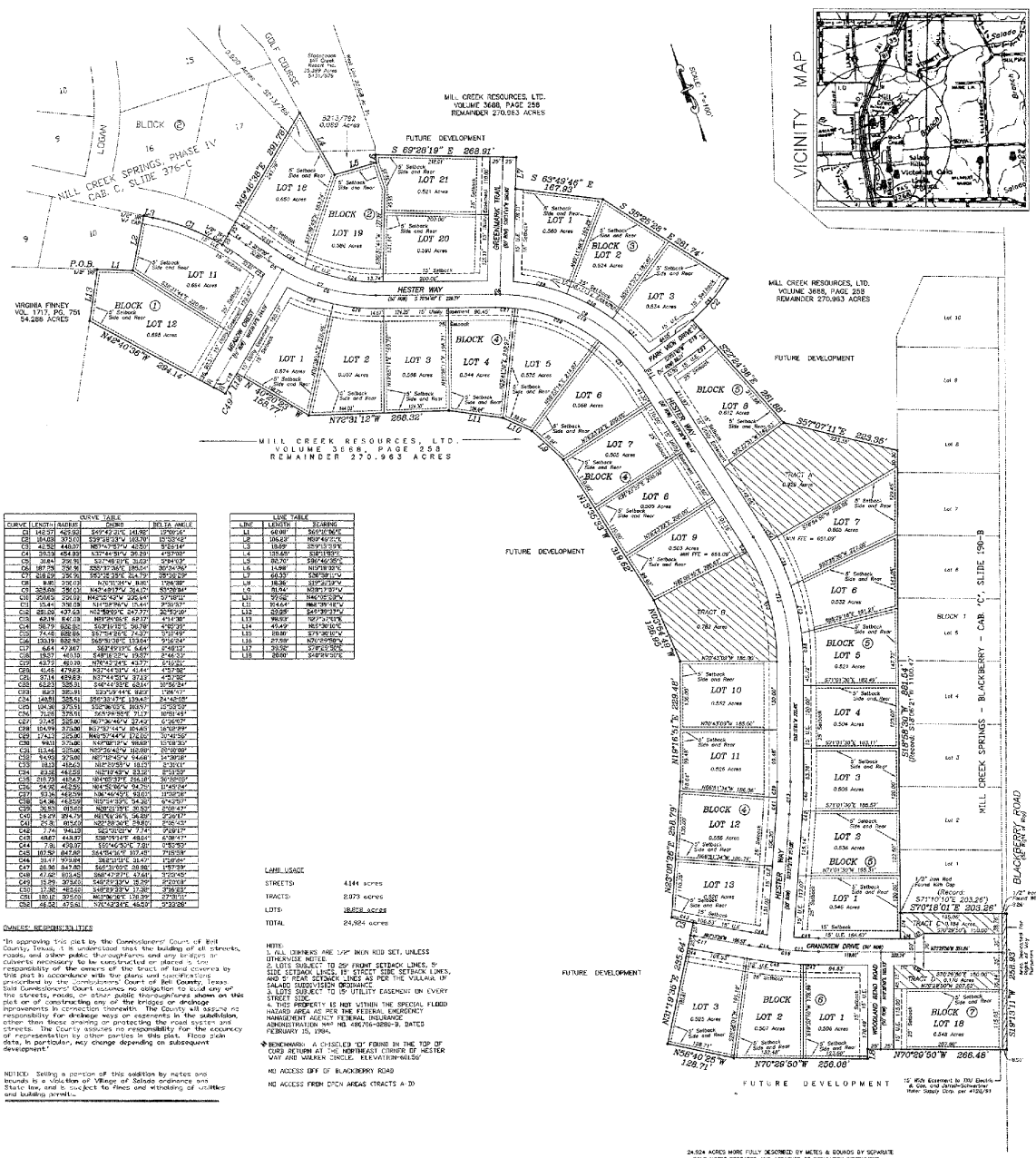
1
52-D


MILL CREEK SPRINGS, PHASE IV
CAB. C, SLIDE 376-C
MILL CREEK RESOURCES, LTD.
VOLUME 3688, PAGE 258
REMAINDER 270.963 ACRES
FUTURE DEVELOPMENT
HESTER WAY
GREENWAY TRAIL
GRANDVIEW DRIVE
WOODLAND REND ROAD
PARK VIEW DRIVE
BLACKBERRY ROAD
MILL CREEK SPRINGS - BLACKBERRY - CAB. "C", SLIDE 190-B
VIRGINIA FINNEY
VOL. 1717, PG. 751
54.286 ACRES
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 7
TRACT A
TRACT B
TRACT C
TRACT D
P.O.B.
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N76°31'12"W 268.32
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S 63°49'48" E 167.93'
S 89°26'06" E 291.74'
S22°24'38"E 291.66'
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N32°08'28"E 256.79'
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N32°08'28"E 256.79'
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N35°42'26"W 128.71'
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N76°31'12"W 268.32